



**Tender Document Tender**

**Reference Number:**

**HO/IT/14/2021-22/189**

***Request for Proposal***

***For***

**Supply, Installation, support and Maintenance of Server, RDBMS(MySQL) and System Software to implement Biometric Authentication for**

**RRBs (UBGB & UBKGB) Sponsored by Central Bank of India**

**Date- 23-08-2021**

**Tender No: HO/IT/14/2021-22/189**

**Cost of RFP document: Rs.5, 000/(Including Taxes)**

## **GLOSSARY OF TERMS**

AMC	Annual Maintenance Contract
ATS	Annual Technical Support
BOM	Bill of Material
BAS	Biometric Authentication System
CBS	Core Banking Solution
CGST	Central Goods AND Services Tax
HO	Head Office
DC	Data Centre
DR	Disaster Recovery
DRC	Disaster Recovery Centre
GST	Goods and Services Tax
GSTR	Goods and Services Tax Return
IGST	Interstate Goods and Services Tax
ITR	Input Tax Credit
JV	Joint Venture
LBT	Local Body Tax
LD	Liquidity Damage
LOI	Letter of Intent
OEM	Original Equipment Manufacturer
OEM	Original Equipment Manufacturer
PBG	Performance Bank Guarantee
PO	Purchase Order
RFP	Request for Proposal
RRB	Regional Rural Bank
RO	Regional Office
SGST	State Goods and Services Tax
SLA	Service Level Agreement
TCO	Total Cost of Ownership

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## 1. Invitation for Tender Offers

Uttar Bihar Gramin Bank, registered under the Regional Rural Act 1976 and having its Head office at Sharma Complex, Kalambagh Chowk, Muzaffarpur Bihar 842001, having 14 Regional Officers (ROs), 1032 Branches spread across 18 districts of North Bihar, invites (hereafter called "Bank") tender offers (technical offer and commercial offer separately) from the eligible, suitable and experienced IT service providers, system integrator for supply, installation, support and maintenance of hardware, system software, RDBMS, and any other dependent suits, if required, for Biometric Authentication System in CBS and other applications, herein after called 'the Bank'. The Tender document can be downloaded from Bank's website [www.ubgb.in](http://www.ubgb.in). Bid Details are as under: -

<b>Tender Reference Number</b>	HO/IT/14/2021-22/189
<b>Tender Details</b>	Request for Proposal for Supply, Installation and Maintenance of Server, RDBMS(MySQL) and System Software's to implement Biometric Authentication System for RRBCBS and Other Application Users
<b>Date of Issue of RFP</b>	23 <sup>rd</sup> August 2021
<b>RFP Document Cost- Non Refundable</b>	Rs 5,000.00 (Including taxes)
<b>Bid Security (EMD)</b>	Rs.10,00,000.00
<b>Last Date &amp; Time of Written request for Clarifications Before the Pre-bid Meeting</b>	Pre-bid queries can be sent to <a href="mailto:smit@ubgb.in">smit@ubgb.in</a> , <a href="mailto:smitho@rrbubgb.in">smitho@rrbubgb.in</a> latest by 27 <sup>th</sup> August 2021 upto 17.00 hrs.
<b>Date, time &amp; Venue for Presentation, Pre-Bid Meeting,</b>	31 <sup>st</sup> August 2021 through VC
<b>Mode of bid submission</b>	Mode: Offline
<b>Last Date and Time submission of RFP</b>	10 <sup>th</sup> September 2021 upto 15.30 Hrs.
<b>Date &amp; Time of Opening of Technical Bids</b>	10 <sup>th</sup> September 2021 at 16.00 Hrs.
<b>Bid Submission Envelopes</b>	1. Technical Bid + Document Cost + Bid Security 2. Commercial Bid
<b>Tender document</b>	Document can be downloaded from Banks website <a href="http://www.ubgb.in">www.ubgb.in</a>
<b>Address for Communication</b>	General Manager-IT Uttar Bihar Gramin Bank Head Office, Kalambagh Chowk Muzaffarpur - 842001 Mail address: <a href="mailto:smit@ubgb.in">smit@ubgb.in</a> , <a href="mailto:smitho@rrbubgb.in">smitho@rrbubgb.in</a>
<b>Place of Submission / Opening tender offers :</b> <b>Contact Telephone Numbers</b>	General Manager-IT Uttar Bihar Gramin Bank Head Office, Kalambagh Chowk Muzaffarpur - 842001 Contact No. : 8102914214

A complete set of tender documents may be purchased by eligible bidders on payment of non-refundable fee of 5,000/- (Rupees Five thousand only) including taxes by demand draft/ banker's cheque in favour of "**Uttar Bihar Gramin Bank**" and payable at **Muzaffarpur**. The proof of cost paid of RFP also to be enclosed with the Technical Bid, by those who want to download the RFP from website [www.ubgb.in](http://www.ubgb.in)

For any clarification with respect to this RFP, the bidder may send their queries/suggestions, valuable inputs by email to the Bank. It may be noted that all queries, clarifications, questions etc., relating to this RFP, technical or otherwise, must be in writing only and should be sent to designated e-mail ID within stipulated time as mentioned.

In accordance with Government of India guidelines, Micro and Small Enterprises are eligible to get tender documents free of cost and also exempted from payment of earnest money deposit upon submission of valid MSME certificate copy

Bid Security mentioned above must accompany all tender offers (technical bid) as specified in this tender document.

Tender offers will normally be opened half an hour after the closing time. Any tender received without Document Cost and/or Bid Security, will be disqualified outright.

Technical Specifications, Terms and Conditions and various format and Performa for submitting the tender offer are described in the tender document and its Annexures.

**Integrity Pact-** Each Participating bidder/s shall submit Integrity Pact as per attached format (**Annexure-G**) on Rs.1000 stamp paper. Integrity pact should be submitted by all participating bidders at the time of submission of Bid documents. The Non submission of Integrity Pact shall be a relevant ground for disqualification of the bidder from participating in the Bid process.

## **General Manager-IT**

### **DISCLAIMER**

The information contained in this Request for Proposal (RFP) document or information conveyed subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of Uttar Bihar Gramin Bank(Bank), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.



## 2. Background

Uttar Bihar Gramin Bank, registered under the Regional Rural Act 1976 and having its Head office at Sharma Complex, Kalambagh Chowk, Muzaffarpur Bihar 842001, having 14 Regional Officers (ROs), 1032 Branches spread across 18 districts of North Bihar

The organizational structure of the Bank consists of Head Office, 14 Regional Offices (RO), 1032 Branches, 01 Data Centre at Mumbai and 01 Disaster Recovery Centre at Hyderabad. Head Office, consisting of various functional departments deals with mainly policy formulation, setting of targets and monitoring of performance. The Bank has set up to exercise immediate supervision and control over the Regional Offices, which in turn supervise the branches under their jurisdiction. The Bank has a network of 1032 branches, spread across the 18 districts of North Bihar

Bank has implemented Core Banking Solution Finacle in all branches, from M/s. Infosys as OEM and M/s. Wipro as System Integrator and covering 1032 branches with separate Data Center and Disaster recovery Centre along with parent Bank i.e Central Bank of India.

### DETAILED SCOPE OF WORK

This Request for Proposal (“RFP”) is for Supply, Installation, Support and Maintenance of Server, RDBMS(MySQL) and System Software (Linux) to implement Biometric Authentication System for CBS and Other Application Users.

The Bank intends to procure hardware and other related software for its Biometric Authentication Solution at the DC (Mumbai) and DRC locations of parent Bank.

Selected Bidder is required to physically supply, deliver and install the required server hardware and related software components as per Annexure A2 – Bill of Materials to the stipulated locations of the Bank. All the hardware & related software components should come with 3 years’ warranty; subsequently, the Vendor shall provide the AMC/ATS support for additional 2 years. Thus, the scope of Bidder support and maintenance is intended for a period of Five years.

The hardware and software required in this RFP will be used for implementation of Biometric Authentication Solution for core banking users and other applications.

3.1 Bidder is required to carry out activities given as under:

- a) Supply, successfully install, and commission all the hardware and software of specified configuration at Primary Site (Production & UAT) at Mumbai and DR Site (Replica of production) of Sponsor Bank. DC/DR address will be provided to L1 bidder. Successful bidder need to provide cable from bank’s switch to Server and do the Patch Cabling.
- b) Maintenance support of the installed hardware during warranty period and post warranty AMC/ATS period for the hardware and software supplied.
- c) Scope will include installation, baseline hardening, maintenance, troubleshooting of operating system, virtualization of servers, installation of RHEL Manager VMs creation, VMs clustering, database installation, various software agents and ADD-ONS, as per the requirement of Biometric Authentication Solution.
- d) The Proposed infrastructure and VM/Physical server deployment is as below:
  - i. Deployment Details

Sr.	Deployment	OS	VM/Physical	HA at OS level	Node
1	Hypervisor (HY1)	RHEL Data Center	Physical		Host
2	Hypervisor (HY2)	RHLE Data Center	Physical		Host
3	BAS app	RHEL	VM	HA1	HY1
4	BAS app	RHEL	VM	HA1	HY2
5	DB	RHEL	VM	HA2	HY1
6	DB	RHEL	VM	HA2	HY2
7	MBSS(app+DC Service)	RHEL	VM	HA3	HY1

8	MBSS(app+DC service)	RHEL	VM	HA3	HY2
9	MBSS(app)	RHEL	VM		HY2
10	Portal	RHEL	VM		HY1
11	License server	RHEL	Physical	No	Host
12	License server	RHEL	Physical	No	Host
13	License server	RHEL	Physical	No	Host
14	UAT server	RHEL	Physical	No	Host

**Server Specification provided by Application Vendor, M/s IDEMIA (Smart chip Ltd)**

<b>1</b>		<b>For Production / DR Servers</b>	
		Production / DR Servers as per above configuration	<b>4</b>
		RHEL 7.x Premium (1-2 Socket) up to 4 guests with minimum 3 year support	<b>4</b>
		RHEV for server premium	<b>4</b>
		High Availability Add-on (1-2 Socket) for OS	<b>4</b>
<b>2</b>		<b>For Virtualization Manager (Production / DR)</b>	
		Virtualization Servers as per above configuration	<b>2</b>
		Red Hat Virtualization Manager	<b>2</b>
		RHEL 7.x Premium (1-2 Socket) (1 Host) with minimum 3 year support	
<b>3</b>		<b>License Servers</b>	
		License Servers as per above configuration	<b>6</b>
		RHEL 7.x Premium (1-2 Socket) (1 guest) with minimum 3 year support	<b>6</b>
<b>4</b>		<b>Database</b>	<b>4</b>
		MYSQL Enterprise edition 8.x with minimum 3 year support	
<b>5</b>		<b>SAN switch with minimum 3 year warranty</b>	<b>4</b>
<b>6</b>		<b>SAN storage with minimum 3 year warranty</b>	<b>2</b>
<b>7</b>		<b>Tape Driver above configuration</b>	<b>1</b>
<b>8</b>		<b>Backup software to be provided by Bidder</b>	
<b>9</b>		<b>For UAT Servers</b>	
		UAT Servers as per above configuration	
		RHEL 7.x Premium (1-2 Socket) (1 guests) with minimum 3 year support	<b>1</b>
		MYSQL Enterprise edition 8.x with minimum 3 year support	

**Server Specifications (Should be Rack mountable) - Production / DR Servers**

S. No.	Item	Specification	Remarks
1	Make and Model	To be Specified	
2	Processor	2*8 Core @2.6GHZ or Higher	
3	Memory	8 * 16 GB or better	
4	Hard Disk Drive	3 * 400 GB SSD	

5	HBA Cards	2* Dual Port 8 Gb/s	
6	USB/DVD Drive	Bootable USB/ DVD	
7	Ethernet Ports	4*1G Ethernet ports, 2*10G from two different Controllers	
8	RAID	Supports Raid 0, 1, 10, and 5	
9	PCI Express	2 PCI Express Slots	
10	Ports	1 VGA/HDMI, 2 USB	
11	Power Supply	Hot Swappable N+1 Redundant Power Supply	
12	Warranty	Minimum 3 years comprehensive onsite warranty, Support: Mission Critical, 24*7, 4Hr CTR	

**Server Specifications (Should be Rack mountable) - Virtualization Management Servers**

S. No.	Item	Specification	Remarks
1	Make and Model	To be Specified	
2	Processor	2*4 Core @2 GHZ or Higher	
3	Memory	4 * 8 GB or better	
4	Hard Disk Drive	3 * 400 GB SAS	
5	HBA Cards	2* Dual Port 8 Gb/s	
6	USB/DVD Drive	Bootable USB/ DVD	
7	Ethernet Ports	4*1G Ethernet ports from two different Controllers	
8	RAID	Supports Raid 0, 1, 10, and 5	
9	PCI Express	2 PCI Express Slots	
10	Ports	1 VGA/HDMI, 2 USB	
11	Card to connect Tape ----- Drive		
12	Power Supply	Hot Swappable N+1 Redundant Power Supply	
13	Warranty	Minimum 3 years comprehensive onsite warranty, Support: Mission Critical, 24*7, 4Hr CTR	

**Server Specifications (Should be Rack mountable) - License Servers**

S. No.	Item	Specification	Remarks
1	Make and Model	To be Specified	
2	Processor	1*4 Core @2 GHZ or Higher	
3	Memory	2 * 8 GB or better	
4	Hard Disk Drive	3 * 400 GB SAS	
5	HBA Cards	2* Dual Port 8 Gb/s	
6	USB/DVD Drive	Bootable USB/ DVD	
7	Ethernet Ports	4*1G Ethernet ports from two different Controllers	
8	RAID	Supports Raid 0, 1, 10, and 5	
9	PCI Express	2 PCI Express Slots	
10	Ports	1 VGA/HDMI, 2 USB	
11	Power Supply	Hot Swappable N+1 Redundant Power Supply	
12	Warranty	Minimum 3 years comprehensive onsite warranty, Support: Standard	

**SAN Switch**

S. No.	Item	Specification	Remarks
1	San Switch	16 Port San Switch and with required cables.	
2	Power supply	Redundant N+1 power supply and fans	
3	Management	HTTP, SNMP v3, SSH	
4	Warranty	Minimum 3 years comprehensive onsite warranty, Support: Mission Critical, 24*7, 4Hr CTR	

**SAN Storage**

S. No.	Item	Specification	Remarks
1	Storage	8 TB usable with 5K IOPS with In-line Encryption, storage replication license, volume management	

2	Controllers	Dual controllers, cluster failover and path failover support.	
3	Raid Support	Raid 0, 1, 5, 10, 6 and hybrid	
4	Cache	16GB Cache, dual controller	
5	Configuration and management	Vendor shall provide Storage Array configuration and Management software.	
6	OS Support	The storage array should support Operating System platforms including: Windows Server (Enterprise Edition), Linux etc.	
7	Warranty	Minimum 3 years comprehensive onsite warranty Support: Mission Critical, 24*7, 4Hr CTR	

**Tape Drive**

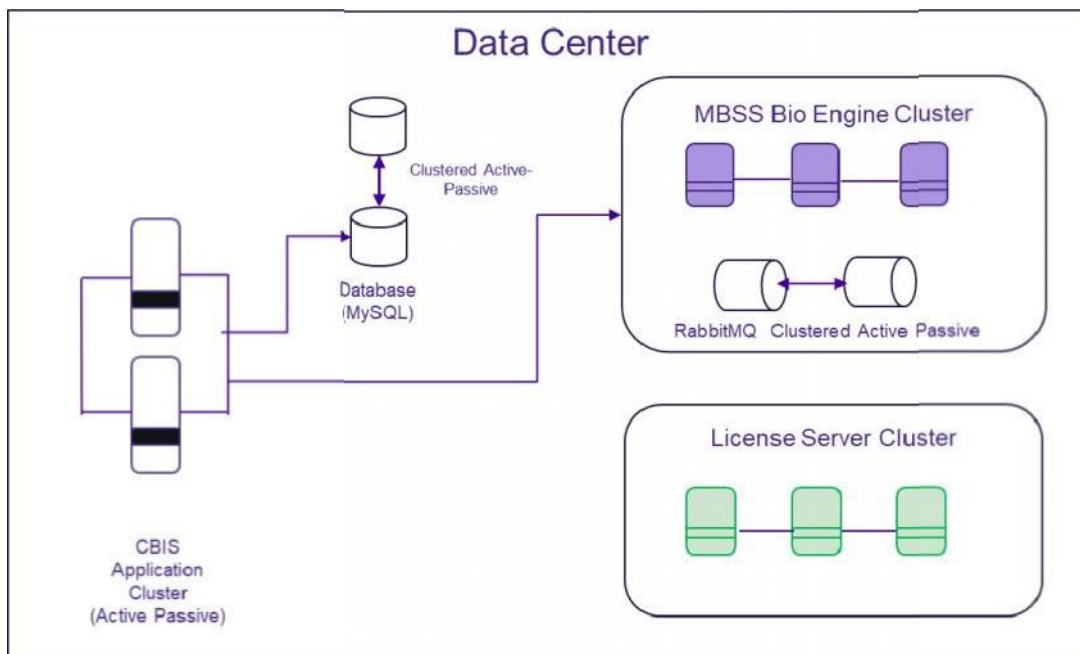
Should Support LTO 7 or better

**Server Specifications (Should be Rack mountable) - UAT Servers**

S. No.	Item	Specification	Remarks
1	Make and Model	To be Specified	
2	Processor	1*8 Core @2 GHZ or Higher	
3	Memory	4 * 16 GB or better	
4	Hard Disk Drive	3 * 400 GB SAS	
5	HBA Cards	2* Dual Port 8 Gb/s	
6	USB/DVD Drive	Bootable USB/ DVD	
7	Ethernet Ports	4*1G Ethernet ports from two different Controllers	
8	RAID	Supports Raid 0, 1, 10, and 5	
9	PCI Express	2 PCI Express Slots	
10	Ports	1 VGA/HDMI, 2 USB	
11	Power Supply	Hot Swappable N+1 Redundant Power Supply	
12	Warranty	Minimum 3 years comprehensive onsite warranty, Support: Standard	

It is the sole responsibility of the Bidder to install and maintain Hypervisors, VMs, High availability OS clustering, shared storage creation and storage allocation to VMs, DB during the contract period. Bidder shall install/re-install all above components (except BAS application) due to upgradation/failure during the contract period.

ii. Infrastructure Diagram Production



3.2 The Bidder should also take adequate care to avoid quoting hardware that will become end of sale within 12 months of supply to the bank and end of support during entire contract period. In case of End of support of Hardware within the Contract period, bidder shall replace the End of support hardware with compatible hardware of same or higher configuration with no additional cost to the Bank.

3.3 The application vendor will install the BAS application software. However, in case of problems due to Hardware or Operating system and/or DB, it will be the responsibility of the Bidder to locate the exact nature of the problem and rectify the same with no additional cost to the Bank, except for the problems identified in the BAS application software, if any. Under no circumstances should a problem be blamed on the application software or existing hardware without sufficient cause and justification.

3.4 The Bidder has to ensure on-site support (without any extra cost to the bank) for resolving all Hardware, OS & DB related issues, including re-installation of RHEL datacenter, creation of VMs with RHEL, clustering of VMs and database (MySQL) and other software mentioned above, due to any reason what-so-ever, during warranty and AMC/ATS period (or such other extended period as per the contract terms). Bidder will be responsible for installation/re-installation, configure, fine-tune OS, VMs, Clusters, database and any other required software/middleware, if required. No onsite engineer required for day to day work.

3.5 The Bidder has to carryout OS/ firmware upgradation including patch management activity during the warranty/AMC/ATS period as per Bank's requirement. Bidder has to undertake BIOS upgrade wherever requirement if felt by Bank during the Warranty/AMC/ATS period. Bidder required to do the patch management as per Bank's policy.

3.5 The delivery plan must be synchronized with the project delivery timelines of the Bank. Bidder is required to make available required resources for the successful completion of the entire assignment within the quoted cost to the bank. No additional cost will be paid by Bank.

3.6 The Bidder will have to ensure Baseline Hardening of OS & DB in accordance with the Baseline documents provided by the Bank during installation phase of OS, DB and related software/middleware. Patch management will be the responsibility of the successful bidder.

3.7 Bank is conducting VA & PT on quarterly basis. The Bidder needs to comply all the findings/recommendations of the VA & PT in OS, DB, firmware and items supplied by bidder under this RFP during warranty/AMC period with no additional cost to the Bank. Accordingly hardening activity should be carried out as per the requirement of the Bank. Bank will conduct VAPT Audit.

3.8 Bidder should undertake to provide maintenance support both during warranty and post warranty period to equipment and arrange for spare parts for a minimum period of 5 years. The bidder shall provide support services on 24x7 basis.

3.9 The Bidder will have to conduct Pre-Implementation Burning Test of the Hardware in presence of Bank officials at Delivery Site in the Bank's premises. Pre-dispatch Inspection, if required, shall be carried out at the Bidders cost.

3.10 The Bidder must permanently erase all the data present on the existing servers as well as storage before decommissioning and buyback.

3.11. BAS Application is currently running in the existing hardware. Successful bidder/OEM has to ensure their presence to co-ordinate with the Application vendor for migration of existing data/application to the new system.

3.12 CBS Application of Uttar Bihar Gramin Bank will be migrated from Finacle 7x to Finacle 10x within 2 years. Hence Hardware vendor/OEM persons should provide full support for the same including reinstallation of OS/DB and co-ordinate till the system starts working in the new version.

### **3. Project Management**

#### **3.1 Introduction**

Bank has given its requirement in Point No.2(Scope of Work) and project details in point No.3.

- i. Successful bidder has to engage an experienced onsite Project Manager for this assignment who should have at least one-year direct experience of successful installation and management of Red Hat, RHEL VM clusters, MySQL and other components etc. in a large project for a banking/ financial organization.
- ii. The successful bidder is required to provide onsite management & governance for the scope of the RFP throughout the tenure of the implementation.

From the Bank's side, Project Management will be established at Central Bank of India, DIT,1<sup>st</sup>Floor; plot no 26, Sector 11, CBD Belapur, Navi Mumbai 400614 as, Primary Site hardware and DR set up will be established at Hyderabad.

#### **3.2 Project Timeline**

The successful Bidder shall be responsible for delivery; installation, support and maintenance of entire hardware and system related software as per requirement of application and shall undertake to adhere to the timeline specified in RFP. If the Bidder fails to do so within the stipulated scheduled time or by the date extended by the Bank, (in case bank deems fit and not obligatory on the bank to extend the date) it will tantamount to breach of contract. In such case, the Bank would be entitled to charge penalty and/or have the right to terminate the contract, as the case may be, as specified in this RFP.

- a) The proposed schedule of activities towards for supply and installation of hardware and related system software:

<b>Sr.</b>	<b>Activity</b>	<b>Time Period for completion</b>
1	Supply, Delivery and installation of server hardware and other related software at DC	Procure and Deliver at Bank's location within 8 weeks from the date of acceptance of purchase order.
2	Supply, Delivery and installation of server hardware and other related software at DRC	Procure and Deliver at Bank's location within 10 weeks from the date of acceptance of purchase order.

The Bank, at its discretion, shall have the right to alter the delivery schedule and quantities based on the implementation plan. This will be communicated formally to the Bidder during the implementation, if a need arises.

### 3.3 Supply of software licenses

The successful bidder shall supply the software & licenses required for successfully operationalizing the BAS HW solution.

The successful bidder may use the information provided in the RFP to estimate the requirements for the proposed solution. The bidder should consider implementation timeline while sizing the licensing cost for the different modules.

The following considerations must be taken for supply of software: -

- i. All software envisaged is required to be on-premises software licensed to Uttar Bihar Gramin Bank
- ii. Provide enterprise wide, perpetual licenses for the proposed software.
- iii. The software supplied must be the latest version of the software supplied by the OEM.
- iv. Beta versions of any software shall not be accepted.
- v. The offered hardware and related software must meet all the functionalities mentioned in the detailed scope of work as standard feature.
- vi. Disaster recovery environment.
- vii. Provide comprehensive warranty and AMC/ATS for proposed hardware and related software, including other middleware's if any software, and services required to meet the requirements in the RFP. The period of warranty shall be of 3 years from the date of installation sign off by the bank at DC and DRC sites whichever is later, for the proposed hardware and system software etc. provided by the bidder.

### 3.4 Disaster Recovery Setup

Successful bidder is required to establish the Disaster Recovery (DR) set up. The DR set up will be mirror image of the Primary setup. Bank has BC at Mumbai and DR setup at Hyderabad.

#### 4.4.1 Non-functioning of DR set up

Even though the DC hardware is functioning and DR infrastructure could not make up with the stipulated recovery time objective, the penalty for the non-functioning of DR set will be same as mentioned in the point no 15 Penalty Clause.

### 3.5 Service Level Hardware System

This section describes the service levels that have been established for the Services offered by the Bidder to the Bank. Bidder shall monitor and maintain the stated service levels to provide quality customer service to The Bank.



### Hardware and related Software Support and Maintenance

The bidder needs to support and maintain environments in DC and DR of the Bank. The bidder is required to provide support at DC & DRC sites on all Bank working days.

The Severity Levels as given below shall be used to categorize support calls or problem raised. The severity levels shall be assigned by Central Bank of India

Severity Level	Average Target Response time	Average Target Resolution/ Work-around time	Average Quarterly Adherence Target	Definition
<b>Severity 1 (Critical)</b>	2 hours	Resolve within 4 working hours or provide a work around within 2 working hours.	<85%>	A critical application/service is unavailable causing severe impact on availability of application. No alternative or work around is available. Severity -1 affect an entire system / functions, or majority of application users
<b>Severity 2 (High)</b>	4 hours	Resolve within 6 working hours or provide a work around within 4 working hours.	<85%>	The application/service is unavailable or severely degraded causing impact to one group of users or one [or more] important functionality is unavailable. However, certain business functions continue. Functions partially not available resulting in restricted capabilities.
<b>Severity 3 (Low)</b>	6 hours	Resolve the issue within 24 working hours.	<80%>	Limitation to certain user operations, with no immediate effect on overall business operation. Operations continue to work - around available.

It will be the responsibility of the bidder to resolve the issues, irrespective of the severity level, within the above specified resolution time. In case, the bidder is unable to resolve the issues within the stipulated time, necessary arrangements should be made by the bidder for on-site support from the OEM, without any additional cost to the Bank. Bank will not provide remote access to the system, through any means (like VPN, WebEx etc.) to bidder/OEM.

### Hardware and related System Software

#### System Availability

System availability is defined as  $\{( \text{scheduled operation time} - \text{system downtime} ) / ( \text{scheduled operation time} )\} * 100\%$

Where-

1. "Scheduled operation time" means the scheduled operating hours of the system for the year. All planned downtime on the system would be deducted from the total operation time for the year to give the scheduled operation time.
2. "System downtime" subject to the SLA mentioned in Section 1.3, means accumulated time during which the system is totally inoperable due to in-scope system or infrastructure failure, and measured from the time Bank and/or its System Integrator log a call with Bidder's help desk for the failure or the failure is known to Bidder from the availability measurement tools to the time when the system is returned to proper operation.

3. The business hours are 8AM to 8PM on any calendar day the Bank's branch is operational. Bidder however recognizes the fact that the branches will be required to work beyond the business hours on need basis.
4. The Bank has critical and key infrastructure of Data Centre, DR site and Near Site monitored on a 24\*7 basis.
5. Average uptime will be for each individual server.
6. Response may be telephonic or onsite.

### **3.6 Warranty and ATS/ AMC**

The Bidder shall provide the support and maintenance during the Warranty and AMC period of complete hardware, system software and RDBMS at DC and DRC. The Warranty period for the hardware is 3 years. The warranty period shall start from the date of installation sign off of all the components at DC & DRC whichever is later. The AMC/ATS period shall be 2 years. The AMC/ATS shall start after expiry of warranty period. The cost of Warranty and AMC/ATS of supplied hardware & its components and system software should be factored in the TCO.

As part of warranty, AMC/ATS support the Bidder has to:

- Provide support for hardware and software components during contract period.
- Provide on-site comprehensive warranty/AMC/ATS for all the components supplied as part of this RFP. The Bidder should have back to back arrangement /contract with OEM for Warranty/AMC/ATS support for entire contract period.
- Warrant all the hardware and software against defects arising out of faulty design, materials and workmanship etc., for a period of Five years from the date of successful installation of all the hardware and software supplied at DC, Mumbai and DRC Hyderabad.
- Provide maintenance of Hardware and Software, including preventive Hardware support, as well as repair or replacement activity after a problem has occurred, if the supplied equipment's are to be replaced permanently. In case Bidder is unable to provide spares or maintain the equipment, the Bidder shall replace the equipment of same make/model/configuration or of higher configuration. However, The Bank may accept different make/model/ configuration at its discretion if the original make/model/ configurations are not available in the market due to obsolescence or technological upgradation.
- Provide the support services like repair, replacement to resolve the problem as per the service levels defined in Service Level of Hardware and System software
- Defective hardware shall be replaced by the Bidder with no additional cost to the Bank, including the cost of transport etc.
- Keep adequate spares for the critical components of the hardware.
- Provide on-site support whenever required by The Bank.
- The Bank will not be liable to pay any additional amounts in respect of any sort of maintenance covered under the scope of this tender during the tenure of the contract. Free on-site maintenance services shall be provided by the Bidder during the contract period.
- During the Contract period, the Bidder will have to undertake system maintenance and replacement or repair of defective hardware equipment.
- Upon receipt of issue, the Bidder shall, repair or replace the defective goods or parts thereof, with no additional cost to The Bank.
- In case equipment taken away for repairs, the Bidder shall provide similar standby equipment so that the equipment can be put to use in the absence of the originals/replacements without disrupting the Bank's regular work with no additional cost to the Bank.
- If during operation, the down time of system due to any piece of equipment or component is not acceptable, the Bidder shall replace the unit of component with another of the same performance and quality or higher, with no additional cost to The Bank.

- Further provided that The Bank may, during this period, shift the goods wholly or in part to other location(s) within the Country and in such case the Bidder undertakes to continue to warrant or maintain the goods at the new location with no additional cost to The Bank.
- In case The Bank desires to get the warranty, services delivered by their appointed Bidder or System Integrator, then the OEM shall transfer such warranty services to that preferred Bidder at no additional cost to The Bank.
- In case of any issue with hardware and related software supplied by The Bidder, Bank or its appointed System Integrator shall log a call with the Bidder (who has supplied the hardware/software), it is responsibility of the Bidder to resolve the issue with the assistance of the OEM if deemed necessary. The Bank or its appointed System Integrator shall promptly notify the Bidder in writing / e-mail / fax of any claims arising under this warranty/AMC/ATS.
- Provide all future software/firmware upgrades and patches for all components of the hardware, software and middleware and assist The Bank or its System Integrator to install the same, if Bank desires during period of warranty with no additional cost to the Bank.
- The Bidder warrants that the Goods supplied under the Contract are new & unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the RFP.
- The Bidder further warrants that all the Goods supplied under as part of this RFP shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Bank's Specifications) or from any act or omission of the Bidder, that may develop under normal use of the supplied Goods in the conditions prevailing at the final destination.
- The Bidders hardware engineer will report at the bank's premises within one hour of reporting of breakdown and repair/provide work around with in service level time.

### 3.7 Audit compliance and Vulnerability Assessment and penetration testing (VAPT)

It is the responsibility of the successful bidder to comply with all the reported vulnerabilities/testing in operating systems, hardware, firmware by internal/ external auditors, critical advisories published by OEM, RBI guidelines, with no additional cost to the bank.

### 3.8 Buyback of Old hardware

Bank is having the existing hardware which is being replaced with the new hardware through this RFP. Bank at its own discretion may offer the hardware under buyback. The existing hardware under buyback will be handed over to the successful bidder after a period of 2(two) months of successful implementation/ Sign-off of the Biometric Authentication Solution. The Bidder must permanently erase all the data present on the existing servers, as well as storage before decommissioning and buyback.

Details of Buyback Hardware

S. No.	Description	Qty
1	Servers	4
2	RHEL	8
3	RHEL	4
4	High Availability – 2 Sockets	4
5	Servers for Virtualization	4
6	RH Virtualization (2 Socket)	4

7	San Switch Brocae 6505	4
8`	SAN Storage	2
9	My SQL EE	4

(For detailed description of Buy back software, Please See Annexures)

#### 4. General Eligibility Criteria of Bidders

**(Documentary proof, wherever applicable, to be attached)**

A bidder should be required to mandatorily satisfy the following requirements for being eligible for participation in the bidding process.

Sr.	Eligibility of the bidder	Documents to be submitted
1	The Bidder should be a registered company in India, registered under the Companies Act 1956 /2013 or Government Organization/ Public Sector Undertaking / Private Sector enterprise or a Limited Company under India Laws or / and an autonomous Institution approved by Government of India	Copy of the Certificate of Incorporation issued by Registrar of Companies and full address of the registered office of the bidder.
2	The bidder should be in existence of IT related services for minimum period of 5 (Five) years	Copy of the Certificate of Incorporation issued by Registrar of Companies and full address of the registered office of the bidder.
3	The bidder must have turnover of minimum Rs.30.00 Crores per annum in each of the last three financial years as per the audited balance sheet for the years, 2017-18 and 2018-19& 2019-20 (Audited/Provisional) in individual company and not as group of companies.	Copy of audited Balance Sheet and Certificate of the Chartered Accountant
4	The bidder should have made operating profits in at least two financial years out of last three financial years (i.e. 2017-18, 2018-19, 2019-20)	Copy of audited balance sheet and Certificate of the Chartered Accountant.
5	The bidder should have a positive net worth in two out of last three financial (i.e. 2017-18, 2018-19, 2019-20)	Certificate of the Chartered Accountant
6	Bidder should not have filed for bankruptcy in any country including India	Self-declaration on Company's letter head by the Authorized Signatory in original
7	The vendor should have executed at least one single order of minimum Rs.2 Crore for supply and installation of IT components in either of the last two years.	Documentary proof to be submitted
8	Bidder shall have support Center at Mumbai and Hyderabad	Submit the self-declaration
9	At the time of bidding, the Bidder/OEM should not have been blacklisted/ debarred/ by any Government department /PSU /PSE/ or banks for any reason or non-implementation/ delivery of the order. Self-declaration to that effect should be submitted along with the technical bid.	Submit the self-declaration
10	At the time of bidding the Bidder/OEM should not have any pending litigation against the Bank before any Court of Law.	Submit the self-declaration on Company's letter head
11	Bidder/ OEM must not be a NPA holder in any Bank/Financial Institution.	Submit the self-declaration on Company's letter head
12	Non Class 1 and Non Class II bidders are also eligible to participate. In case bids are received from class I and class II Local suppliers, purchase preference will be given to such bidders in line with Government of India guidelines. If class I and class II bidders are not available, other bidders will be considered.	Required certificates as per eligibility should be submitted.

OEM can quote directly or through channel partners. However, both should not participate in which case both (Bidder and OEM) will be disqualified and their offer will be rejected.

The bidder must submit necessary documentary proofs for the above. The Bank, if required, may call for additional documents during the evaluation process and the bidder will be bound to provide the same. Bank shall scrutinize the Eligibility for bid submitted by the bidder. A thorough examination of supporting documents to meet each eligibility criteria shall be conducted to determine the Eligible bidders. Bidders not complying with the eligibility criteria are liable to be rejected and shall not be considered for further bid evaluation process.

The bidder meeting the General Eligibility Criteria will be considered for technical evaluation. Any credential/supporting details not accompanied by relevant proof documents will not be considered for evaluation. All credential letters should be appropriately labelled and segregated in the respective areas.

## **5. Bid Process**

### **6.1 Bid Submission**

All responses received after the due date/time be considered late and would be liable to be rejected. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.

“**Cost of Tender Document**” may be paid through Bankers Cheque/Demand Draft/Pay Order favouring Uttar Bihar Gramin Bank, payable at Muzaffarpur, which is non-refundable, must be submitted separately along with RFP response. The Bank may, at its discretion, reject any vendor where application money has not been furnished with RFP response.

#### **6.1.1 Bid Security/Earnest Money Deposit**

Bid Security / Earnest Money Deposit: “Earnest Money Deposit” shall be paid through Bankers Cheque/Demand Draft/Pay Order favoring Uttar Bihar Gramin Bank, payable at Muzaffarpur or a Bank Guarantee of an equal amount issued by a Commercial Bank (other than Central Bank of India) located in India, valid in the form provided in the RFP (Annexure – Bid Security Form). The Demand Draft should be of a Commercial Bank only and will be accepted subject to the discretion of the Bank.

### **6.2 Technical Bid**

- i. It is mandatory to provide the technical and functional details of the hardware and system software in the exact format as given in the RFP. The offer shall not be evaluated by Bank in case of non-adherence to the format or partial submission of technical details.
- ii. It should include Cost of the tender document (if not submitted earlier) and security deposit amount in the form of Cheque/Demand Draft/Pay Order favoring Uttar Bihar Gramin Bank, payable at Muzaffarpur .
- iii. It should include compliance with all functional requirements
- iv. It should include compliance with technical requirements

- v. It should include details of service support infrastructure of proposed solution.
- vi. It should include Bill of material without price information.
- vii. The Technical Proposal will be evaluated for technical suitability. Commercial Proposal shall be opened only for the shortlisted bidders who have qualified in the Technical evaluation.
- viii. The Technical Bid must contain the following.
  - a) Product Brochures containing detailed description of essential technical and performance characteristics of offered software and hardware;
  - b) Details of service/support network (addresses, names of contact persons, phone numbers etc.)

**The Technical Proposal shall be organized and submitted as per the following sequence:**

- Table of Contents (list of documents enclosed).
- Bid Security /Earnest Money Deposit).
- Tender Document Fee.
- All copies of certificates, documentary proofs etc.
- All Technical Bid Evaluation criteria documents to arrive at the technical scoring.
  - Annexure A1- Technical Proposal Format
  - Annexure A2- Bill of Material
  - Annexure B- Commercial Bid Format.
  - Annexure C- Compliance certificate
- Annexure D- Acceptance Letter
- Annexure E- Proforma for Performance Bank Guarantee
- Annexure F- NDA
- Annexure G- Integrity Pact
- Annexure H- Manufacturer Authorization Form
- Annexure I- Bid Security /EMD format
- Annexure J- Reverse Auction Guidelines
- Annexure K- Make in India Purchase Preference
- Annexure-L –Banning of Business Dealing

### **6.2.1 Technical Bid Evaluation Criteria**

#### **Bidder Selection / Evaluation Process**

The Technical Proposals of only those bidders shall be evaluated who have satisfied the general eligibility criteria. Bank may seek clarifications from any or more bidder(s) as part of technical evaluation. All clarifications received within stipulated time shall be considered for evaluation. In case clarifications are not received within the stipulated time, the respective technical parameter would be treated as non-compliant and decision to disqualify the bidder shall be taken by the Bank.

**The Bank will evaluate technical bids on the following broad criteria.**

1. Bidders' Eligibility Criteria.
2. Technical Completeness of the bid.
3. Compliance with Scope of Work.
4. Compliance with technical specifications.
5. Bidder's acceptance of Terms & Conditions as mentioned in the RFP.
6. Bidder's experience and ability to provide support at Bank's locations.
7. Bidder's financial stability
8. Methodology/ Approach proposed for accomplishing the proposed project.
9. Professional qualifications and experience of the key staff proposed/ identified for this assignment.

10. Prior experience of the bidder in undertaking projects of similar nature.
11. Activities / tasks, project planning, resource planning, effort estimate etc.

The technical evaluation criterion would broadly involve the following major areas:

- Compliance to the Server Specifications as in **Annexure A2 – Bill of Materials(masked)**
  - The Bidder is expected to provide their ‘compliance’ against each item stated in the Bill of material, this means that the Bidder confirms to the provisioning of the stated product / service and the terms of the RFP and subsequent addendums. Deviations to the Compliance requirements may lead to disqualification.
- Presence of Bidder’s Service centers in Mumbai and Hyderabad.

The Bidder must satisfy following category to qualify for commercial evaluation.

- The Bidder must comply to all the *line items in **Annexure A2 – Bill of Materials indicated by The Bank as “(Bidder shall provide their compliance here)” in column “Bidders compliance (Yes/No)”***

Bidders are required to comply with the requirements stated herein, if any Bidder’s response is found to be non-compliant, then The Bank at its discretion may reject the Bid. Hence only the Bidders who have achieved the set compliance will be considered for commercial bid evaluation.

### 6.3 Commercial Bid

The commercial bid of only those bidders shall be opened who have been technically qualified on the basis of the technical evaluation. These technically qualified bidders, as per technical evaluation process will participate in Reverse Auction process, if conducted by the Bank, after evaluating the commercial bids opened, the bank will notify the date and time for participating in the online reverse auction process to the technically qualified bidders.

The format for quoting commercial bid set out in Commercial Bid Format. The commercial offer should consist of comprehensive Cost for required Hardware and Software. Bidder must provide detailed cost breakdown, for each and every category mentioned in the commercial bid. The Bank will determine whether the Commercial Bids are complete, unqualified and unconditional. Omissions, if any, in costing any item shall not entitle the bidder to be compensated and the liability to fulfil its obligations as per the Scope of the RFP within the total quoted price shall be of the Bidder.

#### 6.3.1 Commercial Bid Evaluation Considerations

Commercial bid valuation shall be considered as below in case of any kind of discrepancy:

1. If there is a discrepancy between words and figures, the amount in words shall prevail
2. If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail.
3. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of bank, there is an obvious error such as a misplacement of a decimal point, in which case the line item total will prevail
4. If there is a discrepancy in the total, the correct total shall be arrived at by bank.
5. In case the bidder does not accept the correction of the errors as stated above, the bid shall be rejected.
6. All liability related to non-compliance of this minimum wages requirement and any other law will be responsibility of the bidder.

7. The bank shall not incur any liability to the affected bidder on account of rejection of their bid.
8. The selected bidder shall provide revised TCO and the revised break-up of the cost items post reverse auction.

## 6.4 Reverse Auction

Bank would conduct a reverse auction process on the commercials submitted by the Bidders. As such it is necessary that authorized personnel of the firm or organization sign the Bid. The designated personnel should be authorized by the organization. The same person or a different person should be authorized, who should have digital certificate issued in his name and should have authority to quote bid amount in the commercial bid and also quote offer price during on-line reverse auction. The details of digital certificate like Name, Digital Key details, issuing authority and validity etc. to be provided.

The self-certified photo copy of necessary Original resolutions/ authority/ Power of Attorney having authority to authorize the person to submit Bid documents/ participate in on-line sealed bid and reverse auction, on behalf of the company shall be enclosed. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a Bid commitment.

### **Bidders to note that:**

In case there is variation between numbers and words; the value mentioned in words would be considered. The Bidder needs to provide unit costs for all components and services; unit rates would be considered for the TCO in case of any discrepancy in the totalling, modifications, addition, correction, etc.

In the event the Bidder has not quoted or has omitted any mandatory product or service required for the Solution it shall be deemed that the Bidder shall provide the product or service at no additional cost to the Bank. The detailed guidelines for reverse auction please refer Guidelines, Terms & Conditions and Process Flow for Reverse Auction

In case of e\_Reverse Auction, in the tender, if the bidder quoting higher price (higher by more than 20%) as compared to the average price quoted (average of all technically qualified bidders) for all items in aggregate, the same bidder may not be called for reverse auction process. Due to such price variations, bidders are not eligible to be called for Reverse Auction and only one bidder is left commercially eligible, in such case, the work/contract may be awarded to the L1 bidder.

Bidder categorized as L1 in reverse auction would be the Successful Bidder and no negotiation will be carried out further with L1 Bidder. If Reverse auction not conducted due to any reason, Bank will carry out negotiation with the available L1 bidder.

## 6.5 Date of Submission

The proposal should be submitted on or before date and time mentioned above. The proposals received/uploaded later than the above scheduled date and time will not be accepted. The email addresses and phone/fax numbers of the bidder should also be indicated. The details in both the Bids should be exactly as stipulated.

## 6.6 It is not an offer

This RFP is not an offer by Bank, but an invitation for bidder's responses. No contractual obligation on behalf of Bank whatsoever shall arise from the RFP process unless and until a



formal contract is signed and executed by duly authorized officials of Bank and the successful bidder.

### **6.7 Proposal Process Management**

Bank reserves the right to accept or reject any and all proposals, to revise the RFP, to request one or more resubmissions or clarifications from one or more Bidders, or to cancel the process in part or whole. No Bidder is obligated to respond to or to continue to respond to the RFP. Additionally, Bank reserves the right to alter the requirements, in part or whole, during the RFP process, and without reissuing the RFP. Bank has every right to award the contract even if only one bidder is eligible after technical evaluation.

### **6.8 Date of Bid Expiration**

Proposals must be valid for 120days from the date of bid submission. Responses must clearly state the validity of the bid and its explicit expiration date.

### **6.9 Bidder's Indication of Authorization to Bid**

Responses submitted by a Bidder to this RFP (including response to functional and technical requirements) represent a firm offer to contract on the terms and conditions described in the RFP. The proposal must be signed by an official authorized to sign on behalf of Bidder Firm/Company. Bidder must clearly identify the full title and authorization of the designated official and provide a statement of bid commitment with the accompanying signature of the official and submit the copy of power of attorney / authority letter authorizing the signatory to sign the bid.

### **6.10 RFP Ownership**

The RFP and all supporting documentation/templates are the sole property of and should NOT be redistributed, either in full or in part thereof, without the prior written consent of Bank. Violation of this would be a breach of trust and may, interalia cause the Bidder to be irrevocably disqualified. The aforementioned material must be returned to Bank when submitting the Bidder proposal, or upon request.

### **6.11 Proposal Ownership**

The proposal and all supporting documentation submitted by the Bidder shall become the property of the Bank

### **6.12 Bid Pricing Information**

By submitting a signed bid, the Bidder certifies that:

The Bidder has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition. The prices in the bid have not been disclosed and will not be disclosed to any other bidder. No attempt by the Bidder to induce any other bidder to submit or not to submit a bid for restricting competition.

### **6.13 Bidder Status**

Each Bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with.

### **6.14 Right to Reject**

The Bank reserves the right to reject any or all proposals received in response to the RFP without assigning any reasons thereof. Bank reserves the right, to waive or modify any formalities, irregularities, or inconsistencies in the bid, which does not prejudice or affect the relative ranking of any bidder, which shall be binding on all bidders.

## 6.15 Payment Terms

The scope of work is divided in different areas and the payment would be linked to delivery and acceptance. Payments will be made subject to Liquidity Damage (LD)/penalty/compliance of Service Levels defined in the RFP document. The details of payments in terms of contract amount are as under: -

### 6.15.1 Hardware and related system software

- a) 60% of the delivered hardware/software cost would be payable on successful post-delivery inspection of the respective hardware/software product.
- b) 30% of the delivered hardware/software cost would be payable on successful installation and acceptance testing of the respective hardware/software product. Furthermore, the payment will be released once the Vendor has taken Buyback equipment from the Bank's premises.
- c) 10 % of the delivered hardware/software cost
  - i. would be payable to the Bidder, who have submitted 10% of contract value as Security Deposit after three months of successful installation of all hardware/software
  - ii. would be payable to the Bidder, who are exempted to submit 10% of contract value as security deposit, on the expiry or termination of the contract or may be released against a bank guarantee for an equivalent amount.

**Note:** The hardware is common for both the RRBs (UBGB & UBKGB) sponsored by Central Bank of India. Payment will be made by both the RRBs in cost sharing basis i.e 90:10 (90% - UBGB & 10% - UBKGB). Invoices will be raised to both the RRBs separately in the ratio mentioned above.

### 6.15.2 AMC/ATS Cost

The annual amount to be paid towards AMC/ATS would be divided into 4 equal instalments, to be paid quarterly at the end of each quarter. The first quarter would begin from the date of expiry of the warranty period.

## 6.16 Non-Disclosure Agreement

The successful bidder will have to sign a Non-Disclosure Agreement (NDA) with the Bank as per the format enclosed in Non-Disclosure Agreement

## 6.17 Clarifications and amendments of RFP Document

### RFP Clarifications

During Technical Evaluation of the proposals Bank may, at its discretion, ask bidders for clarifications on their proposal. The bidders are required to respond within the prescribed time frame.

### Amendments in RFP

At any time prior to deadline for submission of proposal, Bank may for any reason, modify the terms of RFP. The prospective bidders having received the RFP shall be notified of the amendments through website and/or newspapers and such amendments shall be binding on them.

## 6. Pre Bid Meeting

For clarification of doubts of the bidders related to this RFP, the Bank intends to hold a Pre-Bid Meeting on the date and time as mentioned.

For any clarification with respect to this RFP, the bidder may send their queries and proof of remittance of document cost or exception certificate for MSME by email to the Bank. It may be noted that all queries, clarifications, questions etc., relating to this RFP, technical or otherwise, must be in writing only and should be sent to designated e-mail ID within stipulated time as mentioned.

## **7. Ownership and Grant of Licenses, Patent Rights / Intellectual Property Rights**

### **A) Ownership, and grant of licenses**

1.The Vendor shall procure and provide a non-exclusive, non-transferable, perpetual and irrevocable license to the Bank for all the Software to be provided as a part of the Project. The Software can be used at anywhere in the Bank without restriction, but subject to the term and conditions of this RFP and the Software shall be assignable/transferable to any successor entity of the Bank Provided however that with respect to the enterprise wide licenses to be utilized for the CBS (Core banking Solution), in addition to the rights of Bank's contained in this Clause and the rights contained elsewhere in this RFP/ Agreement, the following shall be applicable:

- a) Such license shall be transferable/ assignable to any entity formed through the inter-se merger of the bank at no additional cost to the Bank subject to applicable law;
- b) Such licenses shall be expandable to all the (current and future) Branches of the Bank at no additional cost to the Bank.
- c) Such licenses shall be transferable/assignable/applicable to all the banks acquired by the Bank at no additional cost to the Bank provided that such banks continue to be sponsored by the Bank.
- d) Such licenses shall be transferable/assignable/applicable to the resultant entity in the event of the merger of the Bank, provided however that the resultant entity shall be entitled to utilize such licenses only for such number of Branches of the as it stood on the date such amalgamation/ restructuring is completed and taken effect.

Notwithstanding the above, it is hereby agreed that any use of the Software under this RFP/Agreement, by a service provider of the Bank would be considered as the permitted use under this RFP/Agreement.

However, such service provider will not possess any licensing or sub licensing rights of the Software and shall only have the right of permitted and limited use of the Software to provide services to Bank.

### **2-The license granted in terms of above mentioned shall specifically include right:**

#### **(a) To Use:**

- (i) To use the executable code version of the Software and all Enhancements, Updates and new versions made available from time to time to bank without any additional cost.
- (ii) To use the Program Documentation for purposes of installing or operating the Programs and supporting the use of the Software by the Bank;
- (iii) To use the technical Training Materials for purposes of supporting users.

#### **(b) To Copy:**

- (i) To copy the Software that operates on server systems to support the users of the Bank
- (ii) To make additional copies of the Program Material for archival, emergency back-up, testing, or disaster recovery purposes; and
- (iii) To copy the Program Documentation to support its users.

**(c) To work as interface:**

- (i) To work with other application software packages at the Bank as interface;
- (ii) To allow other application software packages at the Bank to work as interfaces to the Software. If such interfacing requires any modification or change to the Software, such modification or change has to be carried out by the service provider free of any additional license charge or fees or expenses.

3-The ownership of all rights, title and interest, all patents, copy right, trade secrets and any other form of intellectual property rights in and to software, any derivative works thereof and enhancements thereto, hardware and documentation are and will have to at all times remain with the Service Provider or its Licensors and be the sole and exclusive property of the Service Provider or its Licensors. The Bank acknowledges that nothing contained in this Tender and subsequent contract will have to be construed as conveying by the Service Provider or its licensor's title or ownership interest in any licensed software or any derivative works thereof and enhancements thereto. Nothing contained herein will have to be construed to preclude the Service Provider from owning, using, improving, marketing, including without limitation, licensing to other persons any and all licensed software. If Service Provider generate any material (software or any work subject of intellectual property right) specifically for the Bank due to valuable resources capitalized in this respect, shall always be property of the Bank.

**B) Patent Rights / Intellectual Property Rights**

The Bidder claims and represents that it has obtained appropriate rights to provide the Deliverables upon the terms and conditions contained in this RFP. The Bank agrees and acknowledges that same as expressly provided in this RFP, all Intellectual Property Rights in relation to the Hardware, Software and Documentation and any adaptations, translations and derivative works thereof whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the Bidder during, in connection with or in relation to fulfilling its obligations under this RFP belong to and shall remain a property of the Bidder or its licensor. The Bidder represents that a separate agreement is required to be entered into by the Bank with Third-party Bidders either for statutory or proprietary reasons, notwithstanding the Bidder's obligations for performance. During the Term of this Project and, if applicable, during the Reverse Transition Period, Bank grants Bidder a right to use at no cost or charge the Hardware and Software licensed to the Bank, solely for the purpose of providing the Services. The Bidder shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Hardware and Software used by Bidder in performing its obligations under this Project. If a third party's claim endangers or disrupts the Bank's use of the Hardware and Software, the Bidder shall at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the Software in accordance with the terms of this tender and subsequent Agreement and the license agreement; or (ii) modify the Software without affecting the functionality of the Software in any manner so as to avoid the infringement; or (iii) replace the Software with a compatible, functionally equivalent and non-infringing product. All third party Hardware/software / service/s provided by the bidder in the scope of the RFP will be the responsibility of the bidder if any discrepancy or infringement is encountered. The Bank shall not be held liable for and is absolved of any responsibility or claim/Litigation or penal liability arising out of the use of any third party software or modules supplied by the Bidder as part of this Project.

**8. INDEMNITY**

- 1. The Bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorney's fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding

brought against the Bank as a result of:

- a. Bank's authorized / bona fide use of the Deliverables and/or the Services provided by Bidder/Service Provider under this RFP; and/or
  - b. An act or omission of the Bidder, employees, agents, sub- contractors in the performance of the obligations of the Bidder under this RFP; and/or
  - c. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or
  - d. Breach of any of the term of this RFP/Purchase Order(PO) or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Vendor under this Agreement/PO; and/or
  - e. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
  - f. Breach of confidentiality obligations of the Vendor contained in this Agreement; and/or
  - g. Negligence or gross misconduct attributable to the Bidder or its employees or sub-contractors.
  - h. Statutory infringements in respect of all hardware, hardware components, software for the system (including operating system/s, system software, application software, security, firewall, antivirus etc.) etc. supplied by the Bidder.
  - i. The Bidder shall indemnify the Bank for any data loss/damage because of processing of Bank's data in the software supplied.
2. The Bidder will have to at its own cost and expenses defend or settle any claim against the Bank that the Deliverables and Services delivered or provided under RFP infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Bank:
- a. Notifies the Bidder in writing; and
  - b. Cooperates with the Bidder in the defense and settlement of the claims.
3. The Bidder shall compensate the Bank for such financial loss, direct and remote, suffered by the Bank if the Bidder fails to fix bugs, provide the Modifications / Enhancements / Customization as required by the Bank as per the terms and conditions of this RFP and to meet the Service Levels.
4. Additionally, the Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings,
- a. that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trademark in any country where the Deliverables and Services are used, sold or received; and/or
  - b. resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act,1957 or Information Technology Act, 2000 in respect of all the Hardware, Software and network equipment or other systems supplied by them to the Bank from whatsoever source, provided the Bank notifies the Vendor in writing as soon as practicable when the Bank becomes aware of the claim however,
    - i. the Bidder has sole control of the defense and all related settlement negotiations.
    - ii. the Bank provide the Vendor with the assistance, information and authority reasonably necessary to perform the above and
    - iii. Bidder aware the rights to make any statements or comments or representations about the claim by Bank or any regulatory authority. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect and incidental damages and compensations.

However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

5. Indemnity would be limited to court awarded damages and shall exclude consequential and incidental damages. However, indemnity would cover damages, loss or liabilities, compensation suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.
6. The Bidder shall indemnify the Bank in case of any mismatch of ITC (Input Tax Credit) in the GSTR 2A, where the Bank does not opt for retention of GST component on supplies.
7. Bidder shall indemnify to bank, if cyber threatened /crime/hacking or any related offence occurs due to use of solution/software supplied (including support services) or any other manner provided in this regard.

## 9. INTEGRITY PACT

Each Participating bidder/s shall submit Integrity Pact as per attached Annexure-G on duly stamped of Rs 1000. Integrity pact should submit by all participating bidders at the time of submission of bid documents or as per satisfaction of the Bank. The Non submission of Integrity Pact as per time scheduled prescribed by Bank shall be relevant ground of disqualification to participating in Bid process.

Bank has appointed Independent External Monitor (hereinafter referred to as IEM) for this pact, whose name and e-mail ID are as follows:

**Mr Trivikram Nath Tiwari [mail: trivikramnt@yahoo.co.in]**

IEM's task shall be to review – independently and objectively, whether and to what extent the parties comply with the obligations under this pact

IEM shall not be subjected to instructions by the representatives of the parties and perform his functions neutrally and independently

Both the parties accept that the IEM has the right to access all the documents relating to the project/procurement, including minutes of meetings.

## 10. Delays in Bidder's Performance

The bidder must strictly adhere to the implementation schedule, as specified in the contract, executed between the Parties for performance of the obligations, arising out of the purchase contract and any delay in completion of the obligations by the bidder will enable Bank to resort to any or all of the following provided that the bidder is first given a 30-day cure period to remedy the breach/ delay:

- i. Termination of the purchase agreement fully or partly and claim liquidated damages.
- ii. Forfeiting of Security Deposit/Performance Bank Guarantee/Earnest Money Deposit / Invoking EMD Bank Guarantee

However, the Bank will have the absolute right to charge penalty and/ or Liquidated Damages as per the RFP/ contract without giving any cure period.

## 11. Cancellation of Contract and Compensation

The Bank reserves the right to terminate the order/ contract of the selected bidder (after providing a cure period of 30 days and thereafter providing a 60 days' notice period) and recover expenditure incurred by the bank in the following circumstances:

- i. The selected bidder commits a breach of any of the terms and conditions of the contract.

- ii. The bidder goes into liquidation voluntarily or otherwise.
- iii. The progress regarding execution of the contract by the bidder is unsatisfactory.
- iv. Deduction on account of liquidated damages exceeds 10% of the total contract price.

After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the bank may give a 30 days' cure period and 60 days' notice period. Thereafter, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out the bidding process for the execution of the balance of the contract.

This clause is applicable for any reason the contract is cancelled.

In the event of delay in project beyond the specified period or noncompliance of the RFP terms or nonfulfillment of RFP functional requirements or severe bugs in the hardware/software supplied or proposed system performance is not satisfactory etc., the Bank reserves the right to cancel the Contract and Purchase Order at any time. In addition to the cancellation of contract and Purchase order, the Bank also reserves the right to invoke the Bank Guarantee given by the successful bidder to recover the damages and to recover compensation from the successful Bidder on account of wastage of time and money, cost escalation for procuring new system under new project etc.

## 12. Bid Security Deposit

Prospective bidders are required to submit the Demand Draft/ Bank Guarantee /RTGS/NEFT drawn in favor of, towards bid security amount of INR 10,00,000.00/- (Rupees Ten Lakhs only). The Bank may accept bank guarantee in lieu of bid security amount for an equivalent amount valid for 180 days from the last date of bid submission and issued by any scheduled commercial bank in India. The Bank will not pay any interest on the Bid Security Amount.

### **The Bid Security Amount may be forfeited:**

- (a) if a Bidder withdraws its tender during the period of tender validity specified by the Bidder; or
- (b) if the Bidder does not accept the correction of its Tender Price; or
- (c) if the successful Bidder fails within the specified time to:
  - (i) sign the Contract; or
  - (ii) furnish the required security deposit.

The Bid Security Amount of a Joint Venture (JV) must be in the name of the JV that submits the tender. If the JV has not been legally constituted at the time of bidding, the Bid Security Amount shall be in the names of all future partners as named in the letter of intent.

### **The Bid Security Amount will be refunded to:**

The Successful Bidder, only after furnishing an unconditional and irrevocable Performance Bank Guarantee (PBG) as security deposit for an amount equivalent to 3% of the Total Project Cost amount valid for 63 months with in one month from the date of acceptance of Purchase order, validity starting from its date of issuance. The PBG shall be submitted within 21 days from the date of Purchase order acceptance by the Bidder. In case PBG is not submitted by the bidder within the stipulated time frame then Bank reserve the right to cancel the work order/purchase order given to the successful bidder.

The Bid Security Amount of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder 's furnishing of the Performance Bank Guarantee security deposit.

### **13. Performance Bank Guarantee**

- i. As mentioned above, the Successful Bidder will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG), in the format given by the Bank in Annexure-E, for% of the total project cost valid for 63 months, validity of PBG starting from its date of issuance. The PBG shall be submitted within 21 days of the PO acceptance by the Bidder.
- ii. The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing bank on the letter head of the issuing bank. Such forwarding letter shall state that the PBG has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Bank Authorities) is required to mention the Power of Attorney number and date of execution in his / her favor with authorization to sign the documents.
- iii. Each page of the PBG must bear the signature and seal of the BG issuing Bank and PBG number.
- iv. In the event of the Successful Bidder being unable to service the contract for whatever reason, Bank may provide a cure period of 30 days and thereafter invoke the PBG, if the bidder is unable to service the contract for whatever reason.
- v. In the event of delays by Successful Bidder in implementation of project beyond the schedules given in the RFP, the Bank may provide a cure period of 30 days and thereafter invoke the PBG, if required.
- vi. Notwithstanding and without prejudice to any rights whatsoever of the Bank under the contract in the matter, the proceeds of the PBG shall be payable to Bank as compensation by the Successful Bidder for its failure to complete its obligations under the contract. Bank shall notify the Successful Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Successful Bidder is in default.
- vii. The Bank shall also be entitled to make recoveries from the Successful Bidder's bills, Performance Bank Guarantee, or any other amount due to him, the equivalent value of any payment made to him by the bank due to inadvertence, error, collusion, misconstruction or misstatement.
- viii. The PBG may be discharged / returned by Bank upon being satisfied that there has been due performance of the obligations of the Successful Bidder under the contract. However, no interest shall be payable on the PBG.

### **14. Penalty Clause**

The successful bidder must strictly adhere to the schedules for completing the assignments. Failure to meet these schedules will constitute a material breach of performance. In the event that the Bank is forced to cancel an awarded contract relative to this RFP due to the successful bidder's inability to meet the agreed delivery dates, the bank may take suitable penal actions as deemed fit.

#### **Delay in hardware and related system software**

1. Penalty will be charged 1% of hardware cost per week or part thereof for delay in delivery and installation of hardware beyond 8 weeks from the date of acceptance of purchase order subject to a maximum cap of 10% of the project cost.

#### **Delay in resolution of tickets/issues of hardware/related system software**

The Bank will levy penalty for the non-resolution of tickets/issues within the time limit specified for resolution under para service levels as under:

1. Rs.10,000/- for each incident attributable to the Bidder/Service provider, where the incident severity level is 1 and 2 [Critical and High]



2. Rs.4, 000/- for each incident attributable to the Bidder/Service provider, where the incident severity level is 3 and 4 [Low and Very Low]

## 15. Liquidated Damages

The Bank will consider the inability of the bidder to deliver services or install the equipment within the specified time limit as a breach of contract and would entail the payment of Liquidated Damages on the part of the bidder. The liquidated damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to delivery, installation, operationalization, implementation, training, acceptance, warranty, maintenance etc. of the proposed solution/ services) by the bidder.

Installation will be treated as incomplete in one / all of the following situations:

- i. Non-delivery of any component or other services mentioned in the order.
- ii. Non-delivery of supporting documentation.
- iii. Delivery availability, but no installation of the components and/ or software.
- iv. Non integration.
- v. Non-Completion of Transition within suggested timeline.
- vi. System operational, but unsatisfactory to the Bank.

Bank may at its option demand and recover from the Successful Bidder(s) an amount equivalent to 1(one) percent of the undelivered portion of contract value for every week of delay or part thereof, subject to a maximum of 10% of the total purchase order value. Once the maximum is reached, the Bank may consider termination of the contract.

If the Service Provider fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the RFP/Contract or contract duration, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.50% of the total purchase order value until actual delivery or performance, per week or part thereof (5 days will be treated as a week); and the maximum deduction is 10% of the total purchase order value. Once the maximum is reached, the Bank may consider termination of the contract, invoke of bank guarantee or any other rights as deem fit.

Bank shall invoke the performance guarantee in case the Service Provider/Bidder fails to discharge their contractual obligations during the period of contract or Bank incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions. Bidder shall have to submit fresh Performance Bank Guarantee of the same amount as submitted earlier in case PBG is invoked by the Bank.

### 16.1 Informing IBA/ other banks for Blacklisting the Service Provider:

Bank reserve the right to inform IBA/ other banks for blacklisting the Service Provider in case of default in service or delay in implementation of the project leading to financial loss or reputation loss or loss of time of the bank for implementation of the project.

## 16. Force Majeure

The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the parties, i.e. Force Majeure. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the parties, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable due to which performance of contract becomes impossible but

does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation.

In the event of any such intervening Force Majeure, each party shall notify the other party in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the other party, the party pleading Force Majeure shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the parties shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the Bidder.

## **17. Disclaimer**

The Bank and/or its officers, employees disown all liabilities or claims arising out of any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of Bank and/or any of its officers, employees.

## **18. Security Configuration, Inspection, Audit, Monitoring & Visitations**

### **Security Configuration**

The baseline security configuration of Database, Web server and all other applications to be done by the Vendor, according to the industry best practices Compliance with security best practices may be monitored by periodic computer security audits performed by or on behalf of the Bank. The periodicity of these audits will be decided at the discretion of the Bank. Periodicity for Regulatory Audits would be required as per the rules and guidelines laid down by the regulator or as required by the regulator. These audit plan to include, but are not limited to, a review of: access and authorization procedures, physical security controls, input/output controls, Database (DB) controls, backup and recovery procedures, Network security controls and program change controls. Compliance of the audit report has to be ensured by the Vendor.

To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Vendor shall afford the Bank's representatives access to the Vendor's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Vendor must provide the Bank access to various monitoring and performance measurement systems (both manual and automated). The Bank has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval / notice to the Vendor.

### **Right to Inspect, Examine and Audit:**

All OEM/Vendor records with respect to any matters / issues covered under the scope of this project shall be made available to the Bank at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Such records are subject to examination. The Bank's auditors would execute confidentiality agreement with the Vendor, provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of such audit will be borne by the Bank.

Vendor shall permit audit by internal/external auditors of the Bank or RBI to assess the adequacy of risk management practices adopted in overseeing and managing the outsourced

activity/arrangement made by the Bank.

Bank shall undertake a periodic review of service provider outsourced process to identify new outsourcing risks as they arise. The service provider shall be subject to risk management and security and privacy policies that meet the Bank's standard. In case the service provider outsourced to third party, there must be proper Agreement / purchase order with concerned third party. The Bank shall have right to intervene with appropriate measure to meet the Bank's legal and regulatory obligations. Access to books and records/Audit and Inspection would include: -

- a) Ensure that the Bank has the ability to access all books, records and information relevant to the outsourced activity available with the service provider. For technology outsourcing, requisite audit trails and logs for administrative activities should be retained and accessible to the Bank based on approved request.
- b) Provide the Bank with right to conduct audits on the service provider whether by its internal or external auditors, or by external specialist appointed to act on its behalf and to obtain copies of any audit or review reports and finding made on the service provider in conjunction with the services performed for the bank.
- c) Include clause to allow the reserve bank of India or persons authorized by it to access the bank's documents: records of transactions, and other necessary information given to you, stored or processed by the service provider within a reasonable time. This includes information maintained in paper and electronic formats.
- d) Recognized the right of the reserve bank to cause an inspection to be made of a service provider of the bank and its books and account by one or more of its officers or employees or other persons. Banks shall at least on an annual basis, review the financial and operational condition of the service provider. Bank shall also periodically commission independent audit and expert assessment on the security and controlled environment of the service provider. Such assessment and reports on the service provider may be performed and prepared by Bank's internal or external auditors, or by agents appointed by the Bank.
- e) Vendor shall have to comply the Audit finding without any additional cost to the bank. In order to fulfill of the Audit compliance, Bank will communicate finding of the Auditor without delay to avoid any mischievous situation.

### **Monitoring**

Compliance with Information security best practices may be monitored by periodic Information security audits performed by or on behalf of the Bank and by the RBI. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of access and authorization procedures, physical security controls, backup and recovery procedures, network security controls and program change controls. To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Service Provider shall afford the Bank's representatives access to the service provider's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Vendor must provide the Bank access to various monitoring and performance measurement systems (both manual and automated). The Bank has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval /notice to the Vendor.

### **Visitations**

The Bank shall be entitled to, either by itself or its authorized representative, visit any of the Vendor's premises without prior notice to ensure that data provided by the Bank is not misused. The Vendor shall cooperate with the authorized representative(s) of the Bank and shall provide all information/ documents\required by the Bank.

## **19. Prices**

- The prices shall be quoted in Indian Rupees (INR) only (without decimal places) and shall not have any effect from variations / fluctuations of any other currency.
- The price charged by the bidder for the services performed to fulfill the scope of this RFP shall not vary from the contracted prices and shall remain valid for the contract period.
- The Contract price shall be the only payment, payable by the Bank to the bidder for completion of the contractual obligations by the bidder under the Contract, subject to the terms of payment specified in the Contract.
- The prices, once offered, must remain firm and must not be subject to escalation for any reason within the period of validity.
- The bank shall have the right to withhold any payment due to the successful bidder, in case of delays or defaults on the part of the successful bidder. Such withholding of payment shall not amount to a default on the part of the bank.

## **20. Non-Negotiability on RFP**

Bank is not responsible for any assumptions or judgments made by the bidders for arriving at any type of sizing or costing. Bank at all times will benchmark the performance of the bidder to the RFP documents and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the Bidder must make the same available at no extra costs to Bank, in order to achieve the desired service levels as well as meet the requirements of these documents.

All terms and conditions, payments schedules, time frame for implementation, and expected service levels as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the bidder.

The bidders shall adhere to the terms of this RFP and shall not deviate from the same.

## **21. Limitation of Liability**

The Bidders aggregate liability in connection with obligations undertaken as a part of the Project regardless of the form or nature of the action giving rise to such liability (in contract), shall be at actuals and limited to the contract value. The Vendors liability in case of claims against the Bank resulting from, misconduct or gross negligence of the Vendor, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited. The Bank shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the Bidder under this project and operated according to the Bidder's advice and same confirmed by Bank's officials. In no event shall either party be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this agreement or the hardware or the software delivered hereunder, howsoever such liability may arise, provided that the claims against customers, users and service providers of the Bank would be considered as a direct claim.

## **22. Publicity**

Any publicity by vendor in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

## **23. Privacy and Security Safeguards**

1. The Vendor shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Vendor or existing at any Bank location. The Vendor will have to develop procedures and

implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The Vendor will have to also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Vendor or existing at any Bank location.

2. The Vendor hereby agrees and confirms that they will disclose, forthwith, instances of security breaches.
3. The Vendor hereby agrees that they will preserve the documents.

## **24. Confidentiality**

This document contains information confidential and proprietary to the Bank Uttar Bihar Gramin Bank. Additionally, the Bidder will be exposed by virtue of the contracted activities to internal business information of Bank, affiliates, and/or business partners. Disclosure of receipt of any part of the afore mentioned information to parties, not directly involved in providing the services requested, could result in the disqualification of the Bidder, premature termination of the contract, or legal action against the Bidder for breach of trust.

No news release, public announcement, or any other reference to this RFP or any program there under shall be made without written consent from Bank. Reproduction of this RFP, without prior written consent of Bank, by photographic, electronic, or other means is strictly prohibited.

The Vendor shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the VENDOR, its affiliates, partners, directors, associates who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above and for its internal quality performance review processes. The VENDOR may disclose Confidential Information to consultants, professional indemnity insurers, advisors such consultant, professional indemnity insurers, advisors shall be bound with similar confidentiality terms and conditions that are no less restrictive than these. The VENDOR shall take appropriate measures by instruction and similar confidentiality written agreement prior to disclosure to such employees, affiliates, partners, directors, associates to make certain against unauthorized use or disclosure. The Bidder agrees to notify the BANK immediately if it learns of any use or disclosure of the BANK's Confidential Information in violation of the terms of this RFP. Further, any breach of non-disclosure obligations by such employees or consultants shall be deemed to be a breach of this RFP by the Bidder and the Bidder shall be accordingly liable therefore and indemnify to the BANK.

Provided that the Bidder may disclose Confidential information to a court or governmental agency pursuant to an order of such court or governmental agency as so required by such order, provided that the Bidder shall, unless prohibited by law or regulation, promptly notify the BANK of such order and afford the BANK the opportunity to seek appropriate protective order relating to such disclosure.

The service provider shall execute the Non-Disclosure Agreement as per the format/Annexure-F with RFP or shared by Bank.

## **25. Adherence to Terms and Conditions**

The bidders who wish to submit responses to this RFP should abide by all the terms and conditions contained in the RFP and subsequent corrigendum released, if any. If the responses contain any extraneous conditions put in by the Bidder, such responses may be disqualified and may not be considered for the selection process.

## **26. Execution of Contract, SLA and NDA**

The bidder and Bank should execute

- i. Contract, which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank and
- ii. Non-disclosure Agreement.
- iii. The bidder should execute the contract, SLA and NDA within 21(twenty-one) days from the date of acceptance of the Purchase Order.

## **27. Successful Bidder's Personnel**

The Successful Bidder will agree, acknowledge and covenant that:

- i. The personnel to be employed by the successful Bidder for carrying out the works have and will continue to use all the skill, care and diligence reasonably to be expected of such suitably qualified and experienced personnel having regard to the value, scale, character and quality of the Works;
- ii. The personnel employed shall have the necessary qualifications and skill-sets as agreed to by Bank;
- iii. The Successful Bidder shall have necessary stand-by arrangements available in case of absence of personnel for leave or any other reason;
- iv. In case of services of an existing employee of the Successful Bidder are withdrawn / terminated by the Successful Bidder, sufficient notice has to be given to Bank and a replacement of equivalent qualification should be deployed; and
- v. Bank shall have the right to require the Successful Bidder to remove any of their personnel for misconduct or any other reason specified by Bank.

## **28. Bank's Right**

Bank reserves the right to:

- i. Reject any and all responses received in response to the RFP
- ii. Waive or change any formalities, irregularities, or inconsistencies in proposal format delivery
- iii. Negotiate any aspect of the proposal with any bidder and negotiate with more than one bidder at one time
- iv. Extend the time for submission of all proposals
- v. Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality)
- vi. Select the next most responsive bidder if negotiations with the bidder of choice fail to result in an agreement within a specified time frame.
- vii. Share the information / clarifications provided in response to the RFP by any bidder, with any other bidder(s) / others, in any form.
- viii. Cancel the RFP at any stage
- ix. Interview the personnel being deployed on the project
- x. Conduct site visits of bidders related to proposed solution and facilities.
- xi. Take presentations on proposed solution of the bidders.

## **29. Substitute of Project Team Members**

During the assignment, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome delay in implementation or is critical to meet the obligation. In such circumstances, the bidder can do so only with the concurrence of the Bank by providing other staff of the same level of qualifications and expertise.

### **30. Professionalism**

The bidder should provide professional, objective and impartial advice at all times and hold the Bank's interest paramount. It should observe the highest standard of ethics while executing the assignment.

### **31. Adherence to Laws and Standards**

- The bidder should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities which are applicable to respective business, obligations and subject matters of the contract.
- Bidder must ensure that the proposed products/services are compliant to all such applicable existing regulatory guidelines of GOI / RBI and also adheres to requirements of the IT Act 2000 (including amendments in IT Act 2008) and Payment and Settlement Systems Act 2007 and amendments thereof which are applicable to the business of the bidder. The bidder must submit a self-declaration to this effect.
- The Bank reserves the right to conduct an audit / ongoing audit of the services provided by the bidder.
- The Bank reserves the right to ascertain information from the banks and other institutions to which the bidders have rendered their services for execution of similar projects.

### **32. Authorized Signatory**

The selected bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract.

Requisite power of attorney/ board resolution authorizing the signatories of the bid to respond to this RFP must be submitted along with the bid. The selected bidder shall submit at the time of signing the contract, a certified copy of the extract of the resolution of its Board, authenticated by company Secretary, authorizing an official or officials of the bidder or a Power of Attorney copy to discuss or sign agreements/ contracts with the Bank. The bidder shall furnish proof of signature identification for above purposes as required by the Bank.

### **33. Collusive Conduct**

Bidders and their officers, employees, agents and advisers must not engage in any collusion, anti – competitive conduct or any other similar conduct with any other bidder or any other person in relation to the preparation or lodging of responses.

By submitting a signed proposal, the bidder certifies that:

- i. It has arrived at the prices in its proposal without agreement or discussion with any other bidder of this RFP for the purpose of restricting competition.
- ii. The prices in the proposal have not been disclosed and will not be disclosed to any other bidder of this RFP.
- iii. No attempt by the bidder to induce any other bidder to submit or not submit a proposal for restricting competition has occurred.

### **34. Unlawful Inducements**

A bidder and its respective officers, employees, agents or advisers must not have violated and must not violate any applicable laws regarding the offering of inducements in connection with the preparation of their response. Bidders and their representatives must not directly or indirectly attempt to unduly influence the outcome of the RFP process.

### **35. Conflict of Interest**

The bidder shall disclose to the Bank in writing all actual and potential conflicts of interest that exist, arise or may arise (either for the bidder or the bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

### **36. Exit Management**

The bidder shall promptly on the commencement of the exit management period supply to the Bank or its nominated Bidders the following:

- i. Complete information/documents relating to the current services rendered or customizations made
- ii. Documentation relating to Intellectual Property Rights

The bidder shall provide uninterrupted services on existing terms till an alternate solution is available.

Before the expiry of the exit management period, the current vendor shall deliver to the Bank or its nominated vendor all new or updated materials from the categories set out in point (1) above, and shall not retain any copies thereof, except that the current vendor shall be permitted to retain one copy of such materials for archival purposes only.

### **37. Transfer of Agreements**

On request by the Bank or its nominated vendor, the current vendor shall effect such assignments, transfers, innovations, licenses and sub-licenses in favor of the Bank or its nominated vendor, in relation to any equipment lease, maintenance or service provision agreement between existing vendor and nominated vendor, and which are related to the services and reasonably necessary for the carrying out of replacement services.

The Bank and its appointed nominees shall have the Right of Access to premises where the assets are hosted or from where services are being provisioned.

### **38. Legal Compliance**

- i. The Successful Bidder hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of license, permits and certificates and payment of taxes where required, labour laws, etc. If at any time during the term of this agreement, the Bank is informed or information comes to the Bank's attention that the Successful bidder is or may be in violation of any law, ordinance, regulation, or code (or if it is so decreed or adjudged by any court, tribunal or other authority), the Bank shall be entitled to terminate this agreement with immediate effect
- ii. The Successful bidder shall maintain all proper records, particularly but without limitation accounting records, required by any law, code, practice or corporate policy applicable to it from time to time including records, returns and applicable documents under the Labor Legislation
- iii. The Successful bidder shall ensure payment of minimum wages to persons engaged by it as fixed from time to time under the Minimum Wages Act, 1948. In case the same is not paid, the liability under the act shall solely rest with the Successful Bidder.



### **39. Amendment to Contract**

Any change made in any clause of the contract which shall modify the purview of the contract within the validity and currency of the contract shall be deemed as an amendment. Such an amendment can and will be made and be deemed legal only when the parties to the contract provide their written consent about the amendment, subsequent to which the amendment is duly signed by the parties and shall be construed as part of the contract. The details of the procedure for amendment shall be as specified in the contract.

### **40. Correspondence and Notices**

Any correspondence or notice from one party to another under the terms of the contract shall be served by email or by hand and confirmed in writing to the party's address. A notice shall be effective from the date when delivered.

### **41. Survival and Severability**

Any provision or covenant of the Agreement, which expressly, or by its nature, imposes obligations on Service Provider shall so survive beyond the expiration, or termination of this Agreement. The invalidity of one or more provisions contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof; and in the event that one or more provisions shall be declared void or unenforceable by any court of competent jurisdiction, this Agreement shall be construed as if any such provision had not been inserted herein.

### **42. Waiver**

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this tender document or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this tender document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

### **43. Statutory and Regulatory Requirements**

The solution must comply with all applicable requirements defined by any regulatory, statutory or legal body which shall include but not be limited to RBI or other Regulatory Authority, judicial courts in India and as of the date of execution of Agreement. This requirement shall supersede the responses provided by the Vendor in the technical response. During the period of warranty / AMC, Bidder / Vendor should comply with all requirements including any or all reports without any additional cost, defined by any Regulatory authority time to time and which fall under the scope of this RFP / Agreement.

All mandatory requirements by regulatory / statutory bodies will be provided by the bidder under change management at no extra cost to the bank during the tenure of the 5(five) year contract and any future renewal.

### **44. Violation of Terms**

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief to restrain the Vendor from

committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

#### **45. Information Ownership**

All information processed, stored, or transmitted by successful Bidder equipment belongs to the Bank. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately, which is proved to have caused due to reasons solely attributable to bidder. Any information considered sensitive by the bank must be protected by the successful Bidder from unauthorized disclosure, modification or access. The bank's decision will be final.

Types of sensitive information that will be found on Bank systems which the Bidder plans to support or have access to include, but are not limited to Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

#### **46. Road Permit**

In case of receiving of hardware to the area where Road Permit is required for transportation of goods, it is the responsibility of the bidder to arrange for the same in advance without any extra cost to the bank.

#### **47. Insurance**

The equipment (hardware, software etc.) supplied under the contract shall be fully insured by the successful Bidder against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation. The insurance shall be obtained by the Bidder naming Uttar Bihar Gramin Bank the Bank as the beneficiary, for an amount Equal to 110% of the invoiced value of the goods on "all risks" basis including war risks, burglary, acts of terrorism and natural calamities valid for the entire period of the Agreement. The period of insurance shall be up to the date the supplied components are accepted and the all rights of the property are transferred to the Bank in the Bank's premises. Should any loss or damage occur, the selected Bidder shall: -

- i. Initiate and pursue claim till settlement and
- ii. Promptly make arrangements for repair and / or replacement of any damaged item irrespective of settlement of claim by the underwriters.

#### **48. Corrupt and Fraudulent Practices**

As per Central Vigilance Commission (CVC) directives, it is required that Vendor / OEM / Authorized Reseller observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND

"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 Vendors (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.

The Bank reserves the right to reject a proposal for award if it determines that the Vendor recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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.

#### **49. Independent Contractor/Sub-Contractor**

Nothing herein contained will be construed to imply a joint venture, partnership, principal-agent relationship or co-employment or joint employment between the Bank and Vendor. Vendor, in furnishing services to the Bank hereunder, is acting only as an independent contractor. Vendor / OEM are responsible for implementation and maintenance of the solution as per the requirement of Bank, managing the activities of its personnel or the personnel of its subcontractors/Authorized Reseller and will be accountable for both. Vendor shall be vicariously liable for any acts, deeds or things done by their employees, agents, contractors, subcontractors etc. which is outside the scope of power vested or instructions issued by the Bank. Vendor shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Vendor and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the purchase contract to be issued for this scope of work. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by Vendor, for any assignment under the purchase contract to be issued for this scope of work. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of Vendor shall be paid by Vendor alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of Vendor's employee, agents, contractors, and subcontractors. Vendor shall hold the Bank, its successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings by statutory authority including labour laws, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, subcontractors etc. The Service Provider alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Vendor will make all required payments and deposits of taxes in a timely manner.

#### **50. Resolution of Disputes**

1. The Bank and the Supplier shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
2. If, the Bank and the Supplier have been unable to resolve amicably a Contract dispute, even after '30 days' period, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed national forum.
3. The dispute resolution mechanism to be applied shall be follows:
  - a) In case of dispute or difference arising between the Bank and the Supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Where the value of the Contract is above Rs.1.00 Crore, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by mutual discussion between the Purchaser

and the Supplier.

- b) Arbitration proceedings shall be held at Mumbai and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English and court of Mumbai shall have exclusive jurisdiction. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, vendor will be expected to continue the facilities management services and the Bank will continue to pay for all products and services that are accepted by it, provided that all products and services are serving satisfactorily, as per satisfaction of the Bank.
- c) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal.  
However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and
- d) Where the value of the contract is Rs.1.00 Crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties.
- e) This RFP shall be governed and construed in accordance with the laws of India. The courts of Mumbai alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP. Notwithstanding the above, The Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

## 51. Exit Option and Contract Re-Negotiation

The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of Liquidated damages as per the terms of the contract, in the event of one or more of the following conditions:

- Delay in delivery of solution beyond the specified period.
- Serious discrepancies noted in the solution delivered.
- Breaches in the terms and conditions of the Purchase Order/Agreement.
- Non satisfactory performance of Service Provider during the contract period.
- In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the Service Provider towards non-performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.
- Bank shall serve the notice of termination to the Service Provider at least 60 days prior, of its intention to terminate services during the contract period.
- In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Performance Guarantee given by the BIDDER.
- The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the BIDDER at more favorable terms in case such terms are offered in the industry at that time.
- Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the BIDDER should continue to supply the equipment's (if required/non delivered) and provide services to the Bank as per the contract.
- Reverse transition mechanism would be activated in the event of cancellation of the contract or exit by the parties or 6 months prior to expiry of the contract. The Bidders should perform a reverse transition mechanism to the Bank or its selected vendor. The reverse transition mechanism would be over a period of 6 months post the completion of the 60-day notice period to facilitate an orderly transfer of services to the Bank or to an alternative 3rd party / vendor nominated by the Bank. Where the Bank elects to transfer the responsibility for service delivery to a number of vendors Bank will nominate a System Integrator who will be

responsible for all dealings with the Bidder regarding the delivery of the reverse transition services.

- The reverse transition services to be provided by the Bidder shall include the following:
  - The vendor shall suitably and adequately train the Bank's or its designated team for fully and effectively manning, operating and maintaining the Security Operations Centre Solution.
  - Vendor shall provide adequate documentation thereof.
  - The vendor shall jointly manage the solution with the bank or designated team for a reasonable period of time
  - The vendor shall assist the bank in migration of the Solution to another, if desired by the bank.
- i. **Knowledge transfer:** The Supplier shall provide such necessary information, documentation to the Bank or its designee, for the effective management and maintenance of the Deliverables under this Contract. Supplier shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required supporting the Services. Such documentation will be subject to the limitations imposed by Supplier's Intellectual Property Rights of this Contract.
- ii. **Warranties:** All the warranties held by or in the name of the Bidder/Supplier shall be assigned or transferred as-is, in the name of the bank. The Bidder/Supplier shall execute any and all such documents as may be necessary in this regard.

The parties shall return confidential information and will sign off and acknowledge the return of such confidential information.

The Bidder/Supplier shall provide all other services as may be agreed by the parties in connection with the reverse transition services.

The Bidder/Supplier recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the Supplier agrees to provide all assistance and services required for fully and effectively transitioning the services provided by the Supplier under the scope, upon termination or expiration thereof, for any reason whatsoever.

- iii. The cost for reverse transition if any should be part of the commercial offer during which the existing Supplier would transfer all knowledge, knowhow and other things necessary for the Bank or new Supplier to take over and continue to manage the services. The Supplier agrees that the reverse transition mechanism and support during reverse transition will not be compromised or affected for reasons whatsoever is for cancellation or exist of the parties.
- iv. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.
- v. The Bank and the Supplier shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.
- vi. The Bidder/Supplier agrees that in the event of cancellation or exit or expiry of the contract it would extend all necessary support to the Bank or its selected Suppliers as would be required.

Notwithstanding anything contained in this Agreement, the Bank shall be entitled to terminate the agreement with the service provider without assigning any reason at any time by giving **thirty (30) days** prior written notice to the service provider.

## **52. Consequences of Termination**

1. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], BANK shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.
2. In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by BANK, the Vendor herein shall be obliged to provide all such assistance to the next successor Vendor or any other person as may be required and as BANK may specify including training, where the successor(s) is a representative/personnel of BANK to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.
  - a) Nothing herein shall restrict the right of BANK to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to BANK under law or otherwise.
  - b) The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

## **53. Termination**

### **1. Termination for Default**

- 1.1** The Bank, without prejudice to any other remedy for breach of contract, by at least 30 Days prior written notice of default sent to the Successful Bidder, may terminate this Contract in whole or in part:
  - a) If the Successful Bidder fails to deliver any or more or all of the deliverables / milestones within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or;
  - b) If the Successful Bidder fails to perform any other obligation(s) under the contract.
  - c) If the Successful Bidder, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. Corrupt practice means the offering, giving, receiving or soliciting of anything of value or influence the action of a public official in the procurement process or in contract execution; and "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, and includes collusive practice among Bidders ( prior to 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.
- 1.2** In the event, the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Successful Bidder shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the Successful Bidder shall continue performance of the Contract to the extent not terminated when the value of the liquidated damages exceeds 10% of the contract value.

**1.3** In case the contract is terminated then all undisputed payment will be given to vendor, after adjusting the penalty if any, from invoices.

## **2. Termination for Insolvency**

If the Bidder becomes bankrupt or insolvent, has a receiver appointment order issued against it, compounds with its creditors, or, if the Bidder is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Bidder takes or suffers any other analogous action in consequence of debt; then the Bank plans to, at any time, terminate the contract by giving written notice to the Bidder. If the contract is terminated by the Bank in terms of this Clause, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank. In case, the termination occurs before implementation in all the locations in terms of this clause, the Bank is entitled to make its claim to the extent of the amount already paid by the Bank to the Bidder.

## **3. Termination – Key Terms & Conditions**

The Bank reserves the right to terminate the agreement with the Bidder /Service Provider at any time by giving sixty (60) days prior written notice to the Bidder.

The Bank shall be entitled to terminate the agreement at any time by giving notice if the Bidder-

- a) has a winding up order made against it; or
- b) has a receiver appointed over all or substantial assets; or
- c) is or becomes unable to pay its debts as they become due; or
- d) enters into any arrangement or composition with or for the benefit of its creditors; or
- e) Passes a resolution for its voluntary winding up or dissolution or if it is dissolved.

The Bidder shall have right to terminate only in the event of winding up of the Bank. Bank will specify the period for remedying any defect.

## **4. Termination for Convenience**

The Bank, by written notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination

## **54. Order Cancellation**

The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons in the event of one or more of the following conditions:

1. Delay in offering services beyond the stipulated period from the date of Purchase Order.
2. Delay in implementation beyond stipulated period
3. Repetitive failures/poor service by the Bidder.

In addition to the cancellation of purchase order, the Bank reserves the right to invoke the Bank Guarantee given by the successful bidder to appropriate the damages and also to black list the bidder from participating in any future tender process of the Bank.

## 55. Assignment

Bank may assign the Project and the solution and services provided therein by Service Provider in whole or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. The Bank shall have the right to assign such portion of the facilities management services to any of the Contractor/sub-contractors, at its sole option, upon the occurrence of the following:

- (i) Service Provider refuses to perform;
- (ii) Service Provider is unable to perform;
- (iii) Termination of the contract with Service Provider for any reason whatsoever;
- (iv) Expiry of the contract.

Such right shall be without prejudice to the rights and remedies, which the Bank may have against Service Provider. Service Provider shall ensure that the said subcontractors shall agree to provide such services to the Bank at no less favorable terms than that provided by Service Provider and shall include appropriate wordings to this effect in the agreement entered into by Service Provider with such sub-contractors. The assignment envisaged in this scenario is only in certain extreme events such as refusal or inability of Service Provider to perform or termination/expiry of the contract

## 56. Payment and Taxes

1. The scope of work is divided in different areas and the payment would be linked to delivery and acceptance. Payments will be made subject to LD/penalty/compliance of Service Levels defined in the RFP document.
2. The Bidder must accept the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted.
3. The payments will be released only through NEFT / RGTS and the Selected Bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc.
4. The price would be inclusive of all applicable taxes under the Indian law like customs duty, freight, forwarding, insurance, delivery, etc. but exclusive of only applicable GST, which shall be paid/ reimbursed on actual basis on production of bills with GSTIN. Any increase in GST will be paid in actuals by the bank or any new tax introduced by the government will also be paid by the bank. The entire benefits/ advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to Bank. The price quoted by the bidder should not change due to exchange rate fluctuations, inflation, market conditions, and increase in custom duty. The bank will not pay any out of pocket expense. The Selected bidder will be entirely responsible for license fee, road permits, NMMC cess, LBT, Octroi, insurance etc. in connection with the delivery of products at site advised by the Bank including incidental services and commissioning
5. Goods and Services Taxes(GST) and its Compliance
  - a) Goods and Services Tax Law in India is a Comprehensive, multi-stage, destination-based tax that will be levied on every value addition. Service Provider shall have to follow GST Law as per time being enforced along with certain mandatory feature mentioned hereunder-
  - b) TDS (Tax Deducted on Source) is required to deduct as per applicable under GST Law on the payment made or credited to the Service Provider of taxable goods and services. It would enhance the tax base and would be compliance and self-maintaining tax law based on processes. The statutory compliances contained in the statues include obtaining registration under the GST law by the existing assesses as well as new assesses, periodic payments of taxes and furnishing various statement return by all the registered taxable person.
  - c) It is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit (ITR) to the Bank by way of commensurate reduction in the prices under the GST Law.
  - d) If Service Provider as the case may be, is backlisted in the GST (Goods and Services Tax) portal or rating of a Service Provider falls below a mandatory level, as decided time to time may be relevant ground of cancellation of Contract.



6. Bank shall deduct tax at source, if any, as per the applicable law of the land time being enforced. The Service provider shall pay any other taxes separately or along with GST if any attributed by the Government Authorities including Municipal and Local bodies or any other authority authorized in this regard.

## 57. Service Provider's Integrity and Obligation

The **Service Provider** is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

### Service Provider's obligations

- a) The Service **Provider** is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and implementation activities.
- b) The **Service Provider** will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the **Service Provider's** negligence. The **Service Provider** will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- c) **The Service Provider** is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.
- d) **The Service Provider will** treat as confidential all data and information about the Bank, obtained in the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.
- e) The service Provider shall ensure that the software and hardware relevant for the Services contemplated under this RFP, is properly maintained and operated at all times, without hampering the services with proper standby.
- f) Ensure that there is sufficient back up in terms of power and other infrastructure, including but not limited to, Uninterrupted Power Supply, air-conditioners, components/resources at the Location for rendering the Services in terms of this RFP.
- g) The Service Provider shall be fully responsible for any breach of data confidentiality of customer related information. This liability shall be applicable even after the contract expires or gets terminated.
- h) The Service Provider should have a well-documented Business Continuity Plan and Disaster Recovery Plan and also security and control practices.
- i) The Service Provider should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for execution of this contract are completed and is available for scrutiny by the Bank.
- j) The Service Provider shall disclose security breaches if any to the Bank, without any delay.
- k) Service Provider shall permit audit by internal/external auditors of the Bank or RBI to assess the adequacy of risk management practices adopted in overseeing and managing the outsourced activity/arrangement made by the Bank.
- l) Service Provider must comply RBI circular on "Cyber Security Framework for Banks" and assurance from the respective OEMs/Application providers that the application is free from embedded malicious/fraudulent code.
- m) Service Provider should follow Information security guideline issued by Bank/Regulatory/Statutory Authority time to time, and the same must be complied in order without fail, to avoid breach of contractual obligation.
- n) Service Provider shall submit Integrity Pact, Non Disclosure Agreement and Performance bank guarantee as per satisfaction of the Bank.
- o) The Service provider should guarantee that the software supplied to the Bank is licensed and legally obtained. Software must be supplied with their original and complete printed documentation.

- p) The Service provider should make proper arrangement with respective OEM to ensure that back to back arrangement in place for continuing support for the Server, RDBMS(MySQL) and System Software provided for implementation of Biometric Authentication Solution Project. So that continuity is maintained for Biometric Authentication Solution project in the event of insolvency, bankruptcy, liquidation, acquisition, windup, amalgamation or termination on default of Service Provider.
- q) The License is granted to the existing entity of the Bank and in the event of any merger/acquisitions in future shall automatically transfer the license to the newly merged entity without any additional cost or charges. In this juncture support and services shall be continue till the currency of the contract.
- r) The Bank reserves its right to blacklist to Service Provider to participate in future tender process, in the event of delay in project beyond the specified period or non-compliance of the RFP terms or non-fulfilment of RFP functional requirements or severe bugs in the application or proposed system performance is not satisfactory. Bank shall have right to exercise power conferred under this clause along with any or all right incorporated under RFP/Agreement.
- s) The service provider should comply within the specified timeline, the finding of the external or internal Audit including Regulatory/Statutory without any additional cost to the BANK.
- t) The service provider should comply of the Retention policy of the Bank and co-ordinate to preserve the data/documents of bank for minimum 10 years.

## 58. Checklist for submission

Sr.	Particulars	Bidders Remark Yes/No
1	Certificate of incorporation	
2	Audited Balance sheets of last three years 2017-18 , 2018-19, 2019-20	
3	CA certificate for three years average turnover for financial years 2017-18 , 2018-19, 2019-20	
4	CA certificate for operating profit for last three financial years 2017-18 , 2018-19, 2019-20	
5	CA certificate for net worth for last three financial years i.e 2017-18 , 2018-19, 2019-20	
6	Self-declaration by the Authorized Signatory for not have filed for bankruptcy in any country including India on company letter head	
7	Submit the self-declaration on Company's letter head with address locations and contact number for support centers in Mumbai & Hyderabad	
8	Self-declaration on Company's letter head should not have been blacklisted/debarred/	
9	Self-declaration on Company's letter head Bidder/OEM should not have any pending litigation or any dispute arises	
10	Self-declaration on Company's letter head • NPA • Any case pending	
11	Document Cost	

12	Bid Security	
13	ANNEXURE "A1" Technical Proposal Format	
14	ANNEXURE "A2" Bill Of Material	
15	ANNEXURE "A3" Conformity with Hardcopy	
16	ANNEXURE "A4" Conformity Letter	
17	ANNEXURE "A5" Undertaking letter	
18	ANNEXURE "B" Commercial Bid Format	
19	ANNEXURE "C" Compliance Certificate	
20	ANNEXURE "D" Acceptance Letter to be given by the Bidder	
21	ANNEXURE "E" Proforma for Performance Bank Guarantee	
22	ANNEXURE "F" Non-Disclosure Agreement	
23	ANNEXURE "G" Integrity Pact	
24	ANNEXURE "H" Manufacturers'/ Producers'/Authorization Form	
25	ANNEXURE "I" Format For Bid Security (EMD)/Bank Guarantee	
26	ANNEXURE "J" Guidelines, Terms & Conditions and Process Flow for Reverse Auction	
27	ANNEXURE "K" Make in India Purchase Preference	
28	ANNEXURE "L" Guidelines on banning of business dealing	

## 59. Make in India Clause

All bidders have to carefully go through and adhere to the Government of India Order P-45021/2/2017-B-E- II issued by Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) dated 15-06-2017 which narrates the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to encouraging income and employment .

## 60. Preference to Make in India

Government has issued Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P-45021/2/2017-B.E.- II dated 15.06.2017 and subsequent revisions vide Order No. 45021/2/2017-PP(BE-II) dated 28.05.2018, 29.05.2019, 04.06.2020 and dated 16-9-2020 to encourage 'Make in India' and to promote manufacturing and production of goods, services and works in India with a view to enhancing income and employment.

It is clarified that for all intents and purposes, the latest revised order i.e the order dated 16-9-2020 shall be applicable being revised Order of the original order i.e Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 dated 15-6-2017.

The salient features of the aforesaid Order are as under:

1. **Class-I Local supplier** - a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%
2. **Class-II Local supplier** - a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% but less than 50%.
3. **Non-Local supplier** - a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.
4. **The margin of purchase preference shall be 20 %.**, Margin of purchase preference means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.
5. **“Minimum Local content”** for the purpose of this RFP, the ‘local content’ requirement to categorize a supplier as ‘Class-I local supplier’ is minimum 50%. For ‘Class-II local supplier’, the ‘local content’ requirement is minimum 20%. If Nodal Ministry/Department has prescribed different percentage of minimum ‘local content’ requirement to categorize a supplier as ‘Class-I local supplier’/ ‘Class-II local supplier’, same shall be applicable.

#### **Verification of Local contents:**

1. The local supplier at the time of submission of bid shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content as per Annexure-1G. Local content certificate shall be issued based upon the procedure for calculating the local content /domestic value addition on the basis of notification bearing no. F. No.33(1) /2017-IPHW dated 14-9-2017 issued by Ministry of Electronics and Information Technology read with Public Procurement (Preference to Make in India) Order 2017 Revised vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P-45021/2/2017-B.E.-II dated 16-09-2020
2. False declaration will be in breach of the Code of Integrity under Rule 175(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per rule 151 of the General Financial Rules along with such other actions may be permissible under law.
3. A supplier who has been debarred by any procuring entity for violation of this order shall not be eligible for preference under this order for procurement by any other procuring entity for the duration of the debarments. The debarment for such other procuring entities shall take effect respectively from the date on which it comes to the notice of other procurement entities in the manner prescribed under order No P-45021/2/2017-PP(BE-II).

### **60.1 Procedure for preference to Make in India which are not devisable in nature**

In procurements of services where the bid is evaluated on price alone, the Class-I local supplier shall get purchase preference over Class-II local supplier as well as “Non – Local supplier: as per following procedure.

- 1) Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class-I local supplier, the contract will be awarded to L1.

2) If L1 is not Class-I local supplier the lowest bidder among the Class-I local supplier will be invited to match the L1 price subject to Class-I local supplier quoted price falling within the margin of purchase preference and contract shall be awarded to such a Class-I Local supplier subject to the matching the L1 price.

3) In case such a lowest eligible Class-I local supplier fails to match the L1 price the Class-I local supplier with the next higher bid within the margin of the purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly, In case none of the Class-I local supplier within the margin of preference matches the L1 price, the contract may be awarded to the L1 Bidder.

4) Class-II local supplier will not get purchase preference in any procurement under taken by procuring entities.

## 60. Land Border Sharing Clause

The Bidder must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 Order (Public Procurement No. 1), Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020. Bidder should submit the undertaking in Annexure-1F in this regard and also provide copy of registration certificate issued by competent authority wherever applicable.

Para 1 of Order (Public Procurement No. 1) dated 23-7-2020 and other relevant provisions are as follows:

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority.
- ii. "Bidder" (including the term 'tenderer' , 'consultant' or 'service provider' in certain contexts) means any person or firm or company , including any member of a consortium or joint venture (that is an association of several persons , or firms or bidders stated hereinbefore, including any agency branch or office controlled by such persons, participating in a procurement process.
- iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
  - a. An entity incorporated, established, or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint where any member of the consortium or joint venture falls under any of the above.
- iv. The beneficial owner for the purpose of (iv) above will be as under.
  1. In case of a company or limited liability partnership, the beneficial owner is the natural person(s). who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercise control through other means.

Explanation –

- a. “Controlling ownership interests “means ownership of or entitlement to more than twenty-five per-cent of shares or capital or profits of the company.
  - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder’s agreements or voting agreements.
2. In case of partnership firm, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of entitlement to more than fifteen per-cent of capital or profits of the partnership.
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of or entitlement to more than fifteen per-cent of the property or capital or profits of such association or body of individuals.
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person(s), who hold the position of senior managing official.
  5. In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen per-cent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- v. An agent is a person employed to do any act for another, or to represent another in dealings with third persons.

**General Manager**

**ANNEXURE “A1” TECHNICAL PROPOSAL FORMAT**

Particulars to be provided by the bidder in the technical proposal. Tender ref. No. Ho/IT/14/2021-22/

<b>S. No.</b>	<b>Particulars</b>	<b>Details to be furnished by the bidder</b>
1	Name of the bidder (Company name)	
2	Year of establishment and constitution Certified copy of “Partnership Deed” or “Certificate of Incorporation” should be submitted as the case may be.	
3	Location of Registered office /Corporate office and address	
4	Mailing address of the bidder	
5	Names and designations of the persons authorized to sign the bid and make commitments to the Bank (Provide the Power of attorney/ supporting Documents )	
6	Telephone, Mobile and fax numbers of contact persons	
7	Email addresses of contact persons	
8	Description of business and business background Service Profile & client profile Domestic & International presence Alliance and joint ventures	
9	Gross revenue of the bidder (not of the group of companies) Year 2017-18 Year 2018-19 Year 2019-20	
10	Profit of the bidder (not of the group) Year 2017-18 Year 2018-19 Year 2019-20 Documentary proofs are to be enclosed	
11	Details of the similar assignments executed by the bidder during the last two years in India (Name of the Bank, time taken for	

S. No.	Particulars	Details to be furnished by the bidder
	execution of the assignment and documentary proofs from the Bank are to be furnished)	

**Declaration:**

- a. We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.
- b. We confirm that we will abide by all the terms and conditions contained in the RFP.
- c. We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in short listing of bidders.
- d. All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has absolute right to reject the proposal and disqualify us from the selection process at any stage.
- e. We confirm that this response, for the purpose of shortlisting, is valid for a period of 120 days, from the last date for submission of response to RFP.

Place :

Date :

Seal & Signature of bidder's authorized person:

Name of Authorized person: -



**ANNEXURE “A2” BILL OF MATERIAL**

<b>Sr</b>	<b>Items</b>	<b>DC(Units )</b>	<b>DR(Units )</b>
<b>1</b>	<b>Hypervisors</b>		
	As per configuration Annexure-A2-I (warranty 3 Years + AMC 2 Years)	2	2
	Red Hat Virtualization (2 Socket) (warranty 3 Years + ATS 2 Years)	2	2
	Red Hat Enterprise Linux for Virtual Data centres, (warranty 3 Years + ATS 2 Years)	2	2
	Resilient Storage (SKU-RH00026) (warranty 3 Years + ATS 2 Years)	3	3
<b>2</b>	<b>Virtualization Manager</b>		
	As per configuration Annexure-A2-II (warranty 3 Years + AMC 2 Years)	1	1
	Red Hat Enterprise Linux Server, Premium (Physical or Virtual Nodes) (SKU-RH00003) (warranty 3 Years + ATS 2 Years)	1	1
<b>3</b>	<b>License Servers</b>		
	As per configuration Annexure-A2-III (warranty 3 Years + AMC 2 Years)	3	3
	Red Hat Enterprise Linux Server, Premium (Physical or Virtual Nodes) (SKU-RH00003) (warranty 3 Years + ATS 2 Years)	3	3
<b>4</b>	<b>UAT Servers</b>		
	As per configuration Annexure-A2-IV (warranty 3 Years + AMC 2 Years)	1	
	Red Hat Enterprise Linux Server, Premium (Physical or Virtual Nodes) (SKU-RH00003)(warranty 3 Years + ATS 2 Years)	1	
<b>5</b>	<b>SAN switch with</b>		
	As per configuration Annexure-A2-V - (warranty 3 Years + AMC 2 Years)	2	2
<b>6</b>	<b>SAN storage</b>		
	As per configuration Annexure-A2-VI - (warranty 3 Years + AMC 2 Years)	1	1
<b>7</b>	<b>Tape Drive</b>		
	As per configuration Annexure-A2-VII - (warranty 3 Years + AMC 2 Years)	1	1
<b>8</b>	<b>Backup Software</b>		
	As per configuration Annexure-A2-VIII - (warranty 3 Years + ATS 2 Years)	1	1
<b>9</b>	<b>Database</b>		
	As per configuration Annexure-A2-IX (MySQL perpetual licenses )- (warranty	3	2

	3 Years + ATS 2 Years)		
10	<b>Web Server</b>		
	As per configuration Annexure-A2-X -( warranty 3 Years + ATS 2 Years)	2	2
11	<b>Server Rack</b>		
	As per configuration Annexure-A2-XI	1	1

**Annexure-A2-I- CBI RRBs- Specifications for DC and DR**

Sr	Item		Complied (Yes/No)
1	Make and Model		
2	Processor		
3	Memory		
4	Storage		
5	Storage Bays		
6	HBA Cards		
7	DVD Drive		
8	Ethernet Ports		
9	RAID		
10	PCI Express		
11	Ports		
12	Power Supply		
13	Warranty		
14	Form Factor		

**Annexure-A2-II- Server Specifications (Should be Rack mountable) Virtualization Management Servers**

Sr	Item	Specification	Complied (Yes/No)
1	Make and Model		
2	Processor		
3	Memory		
4	Storage		
5	Storage Bays		
6	HBA Cards		
7	DVD Drive		
8	Ethernet Ports		
9	RAID		
10	PCI Express		
11	Ports		
12	SAS Port		
13	Power Supply		
14	Warranty		
15	Form Factor		

**Annexure-A2-III- Server Specifications (Should be Rack mountable) - License Servers**

Sr	Item	Specification	Complied (Yes/No)
1	Make and Model	To be Specified	
2	Processor		
3	Memory		
4	Storage		
5	Storage Bays		
6	HBA Cards		
7	DVD Drive		
8	Ethernet Ports		
9	RAID		
10	PCI Express		
11	Ports		
12	Power Supply		
13	Warranty		
14	Form Factor		

**Annexure-A2-IV- Server Specifications (Should be Rack mountable) - UAT Servers**

Sr	Item	Specification	Complied (Yes/No)

**CBI RRBs- Specifications for DC and DR.**

<b>1</b>		<b>For Production / DR Servers</b>	
		Production / DR Servers as per above configuration	<b>4</b>
		RHEL 7.x Premium (1-2 Socket) up to 4 guests with minimum 3 year support	<b>4</b>
		RHEV for server premium	<b>4</b>
		High Availability Add-on (1-2 Socket) for OS	<b>4</b>
<b>2</b>		<b>For Virtualization Manager (Production / DR)</b>	
		Virtualization Servers as per above configuration	<b>2</b>
		Red Hat Virtualization Manager	<b>2</b>
		RHEL 7.x Premium (1-2 Socket) (1 Host) with minimum 3 year support	
<b>3</b>		<b>License Servers</b>	
		License Servers as per above configuration	<b>6</b>
		RHEL 7.x Premium (1-2 Socket) (1 guest) with minimum 3 year support	<b>6</b>
<b>4</b>		<b>Database</b>	<b>4</b>
		MYSQL Enterprise edition 8.x with minimum 3 year support	
<b>5</b>		<b>SAN switch with minimum 3 year warranty</b>	<b>4</b>
<b>6</b>		<b>SAN storage with minimum 3 year warranty</b>	<b>2</b>
<b>7</b>		<b>Tape Drive as per above configuration</b>	<b>1</b>
<b>8</b>		<b>Backup software to be provided by bidder</b>	
<b>9</b>		<b>For UAT Servers</b>	
		UAT Servers as per above configuration	

		RHEL 7.x Premium (1-2 Socket) (1 guests) with minimum 3 year support	<b>1</b>
		MYSQL Enterprise edition 8.x with minimum 3 year support	

**Server Specifications (Should be Rack mountable) - Production / DR Servers**

S. No.	Item	Specification	Remarks
1	Make and Model	To be Specified	
2	Processor	2*8 Core @2.6GHZ or Higher	
3	Memory	8 * 16 GB or better	
4	Hard Disk Drive	3 * 400 GB SSD	
5	HBA Cards	2* Dual Port 8 Gb/s	
6	USB/DVD Drive	Bootable USB/ DVD	
7	Ethernet Ports	4*1G Ethernet ports, 2*10G from two different Controllers	
8	RAID	Supports Raid 0, 1, 10, and 5	
9	PCI Express	2 PCI Express Slots	
10	Ports	1 VGA/HDMI, 2 USB	
11	Power Supply	Hot Swappable N+1 Redundant Power Supply	
12	Warranty	Minimum 3 years comprehensive onsite warranty, Support: Mission Critical, 24*7, 4Hr CTR	

**Server Specifications (Should be Rack mountable) - Virtualization Management Servers**

S. No.	Item	Specification	Remarks
1	Make and Model	To be Specified	
2	Processor	2*4 Core @2 GHZ or Higher	
3	Memory	4 * 8 GB or better	
4	Hard Disk Drive	3 * 400 GB SAS	
5	HBA Cards	2* Dual Port 8 Gb/s	
6	USB/DVD Drive	Bootable USB/ DVD	
7	Ethernet Ports	4*1G Ethernet ports from two different Controllers	
8	RAID	Supports Raid 0, 1, 10, and 5	

9	PCI Express	2 PCI Express Slots	
10	Ports	1 VGA/HDMI, 2 USB	
11	Card to connect Tape Drive	PCI Card with SAS port to tape Drive	
12	Power Supply	Hot Swappable N+1 Redundant Power Supply	
13	Warranty	Minimum 3 years comprehensive onsite warranty, Support: Mission Critical, 24*7, 4Hr CTR	

### Server Specifications (Should be Rack mountable) - License Servers

S. No.	Item	Specification	Remarks
1	Make and Model	To be Specified	
2	Processor	1*4 Core @2 GHZ or Higher	
3	Memory	2 * 8 GB or better	
4	Hard Disk Drive	3 * 400 GB SAS	
5	HBA Cards	2* Dual Port 8 Gb/s	
6	USB/DVD Drive	Bootable USB/ DVD	
7	Ethernet Ports	4*1G Ethernet ports from two different Controllers	
8	RAID	Supports Raid 0, 1, 10, and 5	
9	PCI Express	2 PCI Express Slots	
10	Ports	1 VGA/HDMI, 2 USB	
11	Power Supply	Hot Swappable N+1 Redundant Power Supply	
12	Warranty	Minimum 3 years comprehensive onsite warranty, Support: Standard	

### SAN Switch

S. No.	Item	Specification	Remarks
1	San Switch	16 Port San Switch and with required cables.	
2	Power supply	Redundant N+1 power supply and fans	
3	Management	HTTP, SNMP v3, SSH	

4	Warranty	Minimum 3 years comprehensive onsite warranty, Support: Mission Critical, 24*7, 4Hr CTR	
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**SAN Storage**

S. No.	Item	Specification	Remarks
1	Storage	8 TB usable with 5K IOPS with In-line Encryption, storage replication license, volume management	
2	Controllers	Dual controllers, cluster failover and path failover support.	
3	Raid Support	Raid 0, 1, 5, 10, 6 and hybrid	
4	Cache	16GB Cache, dual controller	
5	Configuration and management	Vendor shall provide Storage Array configuration and Management software.	
6	OS Support	The storage array should support Operating System platforms including: Windows Server (Enterprise Edition), Linux etc.	
7	Warranty	Minimum 3 years comprehensive onsite warranty Support: Mission Critical, 24*7, 4Hr CTR	

**Tape Drive**

Sr	Item	Specification
1	Make and Model	To be Specified
2	Drive Technology	LTO-7 Drive
3	Form Factor	Rack Mount
4	Capacity	7x LTO-7 Tape and 1x Cleaning cartridge Native- 6TBCompressed (2.5:1)- 15TB
5	Data Transfer Rate	300MB/sec in Native mode 750MB/sec in Compressed
6	Cable	Minimum 05-meter SAS Cable
7	Server Compatibility	Tape drive should be supported on server platforms from third-party manufacturers
8	OS Compatibility	Should be compatible with Microsoft Windows, Red

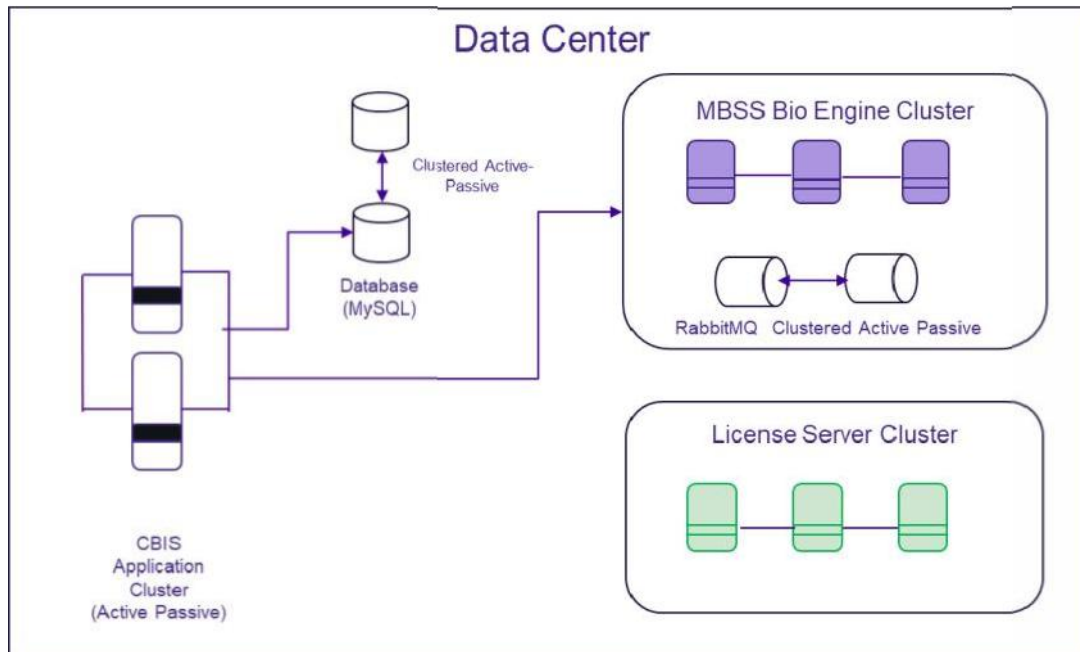
		Hat Linux
9	Data Protection	Should support data encryption
10	Cleaning Cartridge	Universal Cleaning cartridge
11	Backup Software	Should be supported with Industry standard Backup Software like HPE DataProtector, EMC NetWorker, EMC Retrospect, IBM Tivoli Storage Manager, Veritas NetBackup, Veritas Backup Exec etc
12	Warranty	Minimum 3 years comprehensive onsite warranty Support: Mission Critical, 24*7, 6Hr CTR

Fire proof Tape Vault – To be provided by Bank

### Server Specifications (Should be Rack mountable) - UAT Servers

S. No.	Item	Specification	Remarks
1	Make and Model	To be Specified	
2	Processor	1*8 Core @2 GHZ or Higher	
3	Memory	4 * 16 GB or better	
4	Hard Disk Drive	3 * 400 GB SAS	
5	HBA Cards	2* Dual Port 8 Gb/s	
6	USB/DVD Drive	Bootable USB/ DVD	
7	Ethernet Ports	4*1G Ethernet ports from two different Controllers	
8	RAID	Supports Raid 0, 1, 10, and 5	
9	PCI Express	2 PCI Express Slots	
10	Ports	1 VGA/HDMI, 2 USB	
11	Power Supply	Hot Swappable N+1 Redundant Power Supply	
12	Warranty	Minimum 3 years comprehensive onsite warranty, Support: Standard	

### Deployment Architecture



**Note: It is recommended to take data backups (Full/Incremental) on Monthly/Quarterly/Annually) as per Bank's back up policy. Bank existing backup solution/infra shall be used.**

**\*DR shall have similar configuration as data center**

**\*Bank shall have to decide on Software support for OS and database. It is recommended to have enterprise license with High Availability Add On for OS and enterprise support for database**

**\* Bank to decide on UAT servers as per policy**

**Vendor should integrate the servers / Storage in Central Bank of India DC and DRC with no single point of failure. All the required components such as cables, FC Cables and Power cords are to be provided by vendor.**



## **ANNEXURE “A3” CONFORMITY with Hardcopy**

Proforma of letter to be given by all the Bidders participating in the RFP for Supply, Installation Support and Maintenance of Server, RDBMS (MySQL) and System Software to implement Biometric Authentication on their official letterheads

To,  
General Manager (IT),  
Uttar Bihar Gramin Bank,  
Head Office, Sharma Complex,  
Kalambagh Chowk,  
Muzaffarpur – 842001 (Bihar)

Date:

**Sir,**

**Sub: Supply, Installation Support and Maintenance of Server, RDBMS (MySQL) and System Software to implement Biometric Authentication**

Further to our proposal dated XXXXXXXX, in response to the RFP document issued by Uttar Bihar Gramin Bank (“**Bank**”) we hereby covenant, warrant and confirm as follows:

The soft-copies of the proposal submitted by us in response to the RFP document and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal required to be submitted by us, in all respects.

We understand that in case of any variation in the soft copy and hard signed copy, the contents of hard signed copy will be taken into consideration by the Bank and the contents of soft copy will be ignored.

Yours faithfully,

Authorized Signatory  
Name  
Designation  
Bidder corporate name

## **ANNEXURE“A4” Conformity Letter**

Proforma of letter to be given by all the vendors participating in the RFP for Supply, Installation Support and Maintenance of Server, RDBMS (MySQL) and System Software to implement Biometric Authentication on their official letter-head

To  
General Manager (IT), Uttar  
Bihar Gramin Bank, Head  
Office, Sharma Complex,  
Kalambagh Chowk,  
Muzaffarpur – 842001 (Bihar)

Date:

**Sir,**

### **Sub: Supply, Installation Support and Maintenance of Server, RDBMS (MySQL) and System Software to implement Biometric Authentication**

Further to our proposal dated XXXXXXXX, in response to the RFP document (hereinafter referred to as “**RFP DOCUMENT**”) issued by Uttar Bihar Gramin Bank (“**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 document and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, provided however that only the list of deviations furnished by us in Appendix 2 Form A 02 of the main RFP document which are expressly accepted by the Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document. 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  
Designation  
Vendor’s corporate name

## **ANNEXURE “A5” Undertaking Letter**

Proforma of letter to be given by all the vendors participating in the RFP for Supply, Installation Support and Maintenance of Server, RDBMS (MySQL) and System Software to implement Biometric Authentication on their official letter-head

To  
General Manager (IT), Uttar  
Bihar Gramin Bank, Head  
Office, Sharma Complex,  
Kalambagh Chowk,  
Muzaffarpur – 842001 (Bihar)

Date:

Sir,

**Sub: Supply, Installation Support and Maintenance of Server, RDBMS (MySQL) and System Software to implement Biometric Authentication**

### **Undertaking (To be submitted by all Bidder's on their letter head)**

We \_\_\_\_\_ (bidder name), hereby undertake that-

- We have not been blacklisted by the Government Authority or Public Sector Undertaking (PSUs) in India or any Financial Institution in India as on date of submission of response.
- We also undertake that, as on date of submission of response no legal case is pending against firm that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank.
- We also confirm that we are not a NPA holder in any Bank/Financial Institution.

Yours faithfully,

Authorized Signatory  
Designation  
Bidder corporate name

**ANNEXURE “B” COMMERCIAL BID FORMAT**

- This bill of material must be attached in Technical Offer as well as commercial offer. The format will be identical for both technical and commercial versions, except that the **technical version will not contain any price information**. Technical offers without the bill of material are liable for rejection.
- The vendor must take care in filling price information in the commercial version, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.
- In case of any discrepancy between unit price and total price of an item, the unit price will prevail. Similarly, in case of error in the sum of various items, the correct sum will be calculated by the addition of total prices of each item.
- TCO includes all cables, FC Cables, Power Supply cables and required peripherals for making the hardware functional.

**Schedule I – Hardware****Amount in Rupees excluding Taxes**

Sr	Items	DC (Unit) (A)	DR (Unit) (B)	Total Units (C)	Unit Cost (D)	Unit AMC/ATS Cost for 2 years (E)	Total T= C*(D+E)
<b>1</b>	<b>Hypervisors</b>						
	As per configuration Annexure-A2-I with 3 years warranty	2	2	4			
	Red Hat Virtualization (2 Socket) Premium (SKU-RV0213787)- (warranty 3 Years	2	2	4			
	Red Hat Enterprise Linux for Virtual Data centres, Premium (SKU-RH00001)- warranty 3 Years	2	2	4			
	Resilient Storage (SKU-RH00026) - with 3 Years warranty	3	3	6			
<b>2</b>	<b>Virtualization Manager</b>						
	As per configuration Annexure-A2-II with 3 years warranty	1	1	2			
	Red Hat Enterprise Linux Server, Premium (Physical or Virtual Nodes) (SKU-RH00003) – with 3 Years warranty	1	1	2			
<b>3</b>	<b>License Servers</b>						
	As per configuration Annexure-A2-III with 3 years warranty	3	3	6			
	Red Hat Enterprise Linux Server, Premium (Physical or Virtual Nodes) (SKU-RH00003)- with 3 Years warranty	3	3	6			
<b>4</b>	<b>UAT Servers</b>						
	As per configuration Annexure-A2-IV	1		1			
	Red Hat Enterprise Linux Server, Premium (Physical or Virtual Nodes) (SKU-RH00003)- With 3 Years warranty	1		1			
<b>5</b>	<b>SAN switch with minimum 3 year warranty</b>						
	As per configuration Annexure-A2-V	2	2	4			
<b>6</b>	<b>SAN storage with minimum 3 year</b>						

	<b>warranty</b>						
	As per configuration Annexure-A2-VI	1	1	2			
<b>7</b>	<b>Tape Drive with 3 years warranty</b>						
	As per configuration Annexure-A2-VII	1	1	2			
<b>8</b>	<b>Backup Software with 3 years warranty</b>						
	As per configuration Annexure-A2-VIII	1	1	2			
<b>9</b>	<b>Database with 3 years warranty</b>						
	As per configuration Annexure-A2-IX	3	2	5			
<b>10</b>	<b>Web Server with 3 years warranty</b>						
	As per configuration Annexure-A2-X	2	2	4			
<b>11</b>	<b>Server Rack</b>						
	As per configuration Annexure-A2-XI	1	1	2			
<b>12</b>	<b>Other services/Hardware cost if any</b>						
	<b>Total Cost (F)</b>						

**Schedule II - Buyback Hardware****Amount in Rupees**

Sr	Type	Configuration	DC	DR	Total Units (A)	Unit Price (B)	Total T=A*B
1	SERVER	Dell PowerEdge R210 II 1xIntel Xeon E3-1220 V2 (4C, 3.10GHz, 8Mb Cache) 1x8GB 1600MHz, 1x500GB	1	1	2		
2	SERVER	Dell PowerEdge R720 2xIntel Xeon E5-2670 (8C, 2.60GHz, 20Mb Cache) 4x16GB 1333MHz, 2x600GB	2	2	4		
3	SWITCH	Dell Brocade 6510	2	2	4		
4	STORAGE	Dell MD3600f 12x450GB	1	1	2		
5	STORAGE	Dell MD1200 4x450GB	1	1	2		
<b>Total Buy Back Cost (G)</b>							

**Total Cost of Owner ship (H) = Total Cost (F) - Total Buy Back Cost (G)**

## ANNEXURE“C” COMPLIANCE CERTIFICATE

### Compliance Certificate

To,

Date:

General Manager (IT), Uttar  
Bihar Gramin Bank, Head  
Office, Sharma Complex,  
Kalambagh Chowk,  
Muzaffarpur – 842001 (Bihar)

Dear Sir,

Ref: Uttar Bihar Gramin Bank Tender No. \_\_\_\_\_

1. Having examined the Tender Documents including all annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide the **Supply, Installation Support, and Maintenance of Server, Storage equipment, OS, DB, Other components for Biometric Authentication Solution** in conformity with the said Tender Documents and in accordance with our proposal and the schedule of Prices indicated in the Price Bid and made part of this Tender.
2. We confirm that this offer is valid for 120 days from the last date for submission of Tender Documents to the Bank.
3. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
4. We undertake that 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”.
5. We agree that the Bank is not bound to accept the lowest or any Bid that the Bank may receive.
6. An assignment granted to us by any bank/institute/regularity/statutory authority has not been withdrawn for unsatisfactory performance.

Signed

Seal & Signature of the bidder

Phone No.:

Fax:

Email:

## **ANNEXURE“D” ACCEPTANCE LETTER TO BE GIVEN BY THE BIDDER**

To,  
General Manager (IT), Uttar  
Bihar Gramin Bank, Head  
Office, Sharma Complex,  
Kalambagh Chowk,  
Muzaffarpur – 842001 (Bihar)

Dear Sir/Madam,

**REG: Acceptance of the Terms and Conditions and Confirmation of the Offer.**

**Ref:** Uttar Bihar Gramin Bank Tender No. \_\_\_\_\_

The details submitted are true and correct to the best of our knowledge and if it is proved otherwise at any stage of execution/after execution of the contract, Uttar Bihar Gramin Bank has the right to summarily reject the proposal and disqualify us from the process.

We hereby acknowledge and confirm having accepted that, Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria, set out in the RFP and its related documents, in short listing of bidders for providing software solution.

We also acknowledge the information that, this response of our Company for the Bank's RFP process is valid for a period of 120 days, for the selection purpose, from the date of expiry of the last date for submission for response to RFP and related enclosures.

We also confirm that we have noted the contents of the RFP including various documents forming part of it and have ensured that there is no deviation in submitting our offer in response to the tender. The Bank will have the option to disqualify us in case of any such deviations.

We also confirm that we will abide by the Terms & Conditions mentioned in the Tender Document in full and without any deviation.

Place:

Date:

Seal & Signature of the Bidder

## **ANNEXURE“E” PROFORMA FOR PERFORMANCE BANK GUARANTEE**

### **PERFORMANCE BANK GUARANTEE**

To,

\_\_\_\_\_,  
\_\_\_\_\_

- 1) In consideration of (hereinafter referred to as “Purchaser”) having agreed for Supply, Installation and Maintenance of Server equipment to implement Biometric Authentication for CBS and Other Application Users, from M/s \_\_\_\_\_ (hereinafter referred to as “Bidder”) on the terms and conditions contained in their purchase order No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the “Contract”), we \_\_\_\_\_ (Bank) (hereinafter called “the Bank”) having its Head Office at \_\_\_\_\_ and a branch inter alia at \_\_\_\_\_, at the request of the bidder, do hereby guarantee and undertake to pay without demur to the purchaser, forthwith on mere demand, at any time up to \_\_\_\_\_ any money or moneys not exceeding a total sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as may be claimed by the purchaser to be due from the bidder by way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of failure of components as per the terms and conditions of the contract.
- 2) Notwithstanding anything to the contrary, the decision of the purchaser as to whether bidder has failed as per the said contract, and also as to whether the bidder has failed to maintain the deliverables and timelines as per the terms and conditions of the said contract will be final and binding on the Bank and the Bank shall not be entitled to ask the purchaser to establish its claim or claims under this Guarantee but shall pay the same to the purchaser forthwith on mere demand without any demur, reservation, recourse, contest or protest and/or without any reference to the bidder. Any such demand made by the purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the purchaser and the bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
- 3) The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the purchaser in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of the purchaser under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or the purchaser certifies that the terms and conditions of the said contract have been fully carried out by the bidder and accordingly discharges the Guarantee.
- 4) In order to give full effect to the Guarantee herein contained you shall be entitled to act as if we are your principal debtors in respect of all your claims against the bidder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights if any which are in any way inconsistent with the above or any other provisions of this Guarantee.
- 5) The Bank agrees with the purchaser that the purchaser shall have the fullest liberty without affecting in any manner the Bank’s obligations under this Guarantee to extend the time of performance by the bidder from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the purchaser against the bidder and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the bidder for any forbearance, act or omission on the part of the purchaser or any other indulgence shown by the purchaser or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving the Bank.



- 6) The Guarantee shall not be affected by any change in the constitution of the bidder or the Bank nor shall it be affected by any change in the constitution of the purchaser by any amalgamation or absorption but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.
- 7) This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by us (whether singly or jointly with other banks) on behalf of the bidder heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing un-cancelled and we further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by us on behalf of the bidder heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.
- 8) Any notice by way of demand or otherwise under this guarantee may be sent by special courier, telex, fax or registered post to our local address as mentioned in this guarantee.
- 9) Notwithstanding anything contained herein:
  - i) Our liability under this Bank Guarantee shall not exceed Rest. \_\_\_\_\_ (Rupees \_\_\_\_\_ only);
  - ii) This Bank Guarantee shall be valid up to \_\_\_\_\_; and
  - iii) We are liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_ (date of expiry of Guarantee).
- 10) The Bank has power to issue this Guarantee under the statute/constitution and the undersigned has full power to sign this Guarantee on behalf of the Bank.

Date : this \_\_\_\_\_ day of \_\_\_\_\_ 2021 at \_\_\_\_\_

For and on behalf of \_\_\_\_\_ Bank

sd/ \_\_\_\_\_

## **ANNEXURE“F”NON-DISCLOSUREAGREEMENT**

**This Agreement** made at \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

### **BETWEEN**

\_\_\_\_\_ a company incorporated under the Companies Act, 1956 having its registered office at \_\_\_\_\_ (hereinafter referred to as "" which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors and assigns) of the **ONE PART**;

### **AND**

\_\_\_\_\_ which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **OTHER PART**

And are hereinafter individually referred to as party and collectively referred to as "the Parties". Either of the parties which discloses or receives the confidential information is respectively referred to herein as Disclosing Party and Receiving Party.

### **WHEREAS:**

The Parties intend to engage in discussions and negotiations concerning the establishment of a business relationship between them. In the course of such discussions and negotiations, it is anticipated that both the parties may disclose or deliver to either of the Parties certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to evaluate the feasibility of such business relationship (hereinafter referred to as "the Purpose").

### **NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. **Confidential Information:** "Confidential Information" means all information disclosed/ furnished by either of the parties to another Party in connection with the business transacted/ to be transacted between the Parties and/or in the course of discussions and negotiations between them in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof.

Either of the Parties may use the Confidential Information solely for and in connection with the Purpose.

Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, or (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

2. **Non-disclosure:** The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to consultants only if the consultant has executed a Nondisclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. Further, any breach of nondisclosure obligations by

such employees or consultants shall be deemed to be a breach of this Agreement by the Receiving Party and the Receiving Party shall be accordingly liable therefore.

Provided that the Receiving Party may disclose Confidential information to a court or governmental agency pursuant to an order of such court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

3. **Publications:** Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.
4. **Term:** This Agreement shall be effective from the date hereof and shall continue till establishment of business relationship between the Parties and execution of definitive agreements thereafter. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.  
Notwithstanding anything to the contrary contained herein the confidential information shall continue to remain confidential until it reaches the public domain in the normal course.
5. **Title and Proprietary Rights:** Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.
6. **Return of Confidential Information:** Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.
7. **Remedies:** The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.
8. **Entire Agreement, Amendment, Assignment:** This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

- 9. **Governing Law and Jurisdiction:** The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts/tribunals in Mumbai.
- 10. **General:**The Receiving Party shall not reverse engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided “as is”. In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.
- 11. **Indemnity:** The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants.

**IN WITNESS WHEREOF**, the Parties hereto have executed these presents the day, month and year first hereinabove written.

**For and on behalf of**

**For and on behalf of**

\_\_\_\_\_

Name of Authorized signatory:  
Designation:

Name of Authorized signatory:  
Designation:

Witness

Witness

1. Signature  
Full Name:

1. Signature  
Full Name

2. Signature  
Full Name:

2. Signature  
Full Name

## **ANNEXURE “G” INTEGRITY PACT**

Between **Uttar Bihar Gramin Bank** hereinafter referred to as “**The Principal**”,

And

..... hereinafter referred to as “**The Bidder/ Contractor**”

### **Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for.....The Principal 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).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **Section 1 – Commitments of the Principal**

(1.) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal 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 Principal will inform the Vigilance Officer 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. He commits himself to observe the following principles during his participation in the tender 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 Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender 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 Principal 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. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page nos. 6-7) e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is attached as Annexure-K

### **Section 4 – Compensation for Damages**

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal 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 Bank in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

### **Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors**

(1) The Bidder(s)/ Contractor(s) undertake(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender 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 Principal obtains knowledge of 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 Principal has substantive suspicion in this regard, the Principal will inform the same to the Vigilance Officer.

### **Section 8 – Independent External Monitor / Monitors**

(1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the General Manager, Uttar Bihar Gramin Bank.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(6) The Monitor will submit a written report to the *General Manager Uttar Bihar Gramin Bank* within 8 to 10 weeks from the date of reference or intimation to him by the *Principal* and Managing, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the *General Manager Uttar Bihar Gramin Bank*, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the *General Manager Uttar Bihar Gramin Bank* has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(8) The word “**Monitor**” would include both singular and plural.

**Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by

**Section 10 – Other provisions**

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(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) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.”

\_\_\_\_\_  
(For & On behalf of the Principal)

\_\_\_\_\_  
(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:  
(Name & Address)

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness 2:  
(Name & Address)

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## **ANNEXURE ‘H’ MANUFACTURERS’/ PRODUCERS’/ AUTHORIZATION FORM**

**(Note: This letter of authority should be on the letter head of all the original equipment manufacturers and should be signed by a person competent and having the power of attorney to bind the manufacturer.)**

To  
General Manager (IT), Uttar  
Bihar Gramin Bank, Head  
Office, Sharma Complex,  
Kalambagh Chowk,  
Muzaffarpur – 842001 (Bihar)

Dear Sirs,

**Ref: Procurement of “Supply, Installation and Maintenance of Server equipment to implement of Biometric Authentication for CBS and Other Application Users.**

We, who are established and reputable manufacturers/producers of \_\_\_\_\_ having factories /development facilities at (address of factory / facility) do hereby authorize M/s \_\_\_\_\_ (Name and address of Agent) to submit a Bid, and sign the contract with you against the above Bid Invitation.

We hereby extend our full warranty for the Solution, Products and services offered by the above firm against this Bid Invitation.

We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Bidder:

- a) Such Products as the Bank may opt to purchase from the Bidder, provided, that this options shall not relieve the Bidder of any warranty obligations under the Contract; and
- b) In the event of termination of production of such Products:
  - i. Advance notification to the Bank of the pending termination, sufficient time to permit the Bank to procure needed requirements; and
  - ii. Following such termination, furnishing at no cost to the Bank, the blue prints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested

We duly authorize M/s \_\_\_\_\_ to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

Yours faithfully,

(Name of Authorized Signatory)  
(Designation)  
Date  
(Name of Manufacturer)

## **ANNEXURE “I” FORMAT FOR BID SECURITY (EMD)/BANK GURANTEE**

To,  
General Manager (IT), Uttar  
Bihar Gramin Bank, Head  
Office, Sharma Complex,  
Kalambagh Chowk,  
Muzaffarpur – 842001 (Bihar)

Dear Sir,

In response to your invitation to respond to your RFP for Supply, Installation and Maintenance of Server, RDBMS (MySQL) and System Software to implement Biometric Authentication for CBS and Other Application Users, M/s \_\_\_\_\_ having their registered office at \_\_\_\_\_ (hereinafter called the Bidder”) wishes to respond to the said Request for Proposal (RFP) and submit the proposal Implementation of \_\_\_\_\_ as listed in the RFP document.

Whereas the “Bidder” has submitted the proposal in response to RFP, we, the \_\_\_\_\_ Bank having our head office \_\_\_\_\_ hereby irrevocably guarantee an amount of Rs XX.00 lacs (Rupees XXX Lacs Only) as bid security as required to be submitted by the, Bidder” as a condition for participation in the said process of RFP.

The Bid security for which this guarantee is given is liable to be enforced/ invoked:

1. If the Bidder withdraws his proposal during the period of the proposal validity; or
2. If the Bidder, having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently. We undertake to pay immediately on demand to Uttar Bihar Gramin Bank the said amount of Rupees Five Lacs without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by Uttar Bihar Gramin Bank which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed Rs XX (Rupees XX Only).
2. This Bank guarantee will be valid upto \_\_\_\_\_; and
3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before \_\_\_\_\_ .

In witness whereof the Bank, through the authorized officer has sets its hand and stamp on this \_\_\_\_ day of \_\_\_\_ at .

Yours faithfully,

For and on behalf of \_\_\_\_\_

Bank Authorized Official

## **ANNEXURE “J” GUIDELINES, TERMS & CONDITIONS AND PROCESS FLOW FOR REVERSE AUCTION**

### **Business Rules for Reverse Auction**

- a) Any Bidder, whose technical bid has not been found acceptable, will be entitled to take back the unopened envelope containing indicative price. For the purpose of arriving at Start Bid price the Bank will take into cognizance the indicative rates offered by the Technically Qualified Bidders in which process the Bidder will not be involved. There would however be no compulsion on the part of the Bank to accept the indicative prices as Bench Mark for determining the Start Bid price and the Bank may at its discretion use any other process / methodology to determine the Start Bid Price without having to disclose the basis to the Bidders.
- b) A reverse auction event will be carried out by an agency appointed by the Bank, among the Technically Qualified Bidders, for providing opportunities to the Bidders to bid dynamically. At the end of reverse auction process, the lowest bidder (L1) in reverse auction process will be identified.
- c) In case the lowest bidder fails to honor their commitment given during reverse auction event, action as deemed fit shall be taken.

### **Reverse Auction Event Information**

The short listed Bidders after the technical evaluation stage will participate in the reverse auction conducted by an agency appointed by the Bank.

**Date for Reverse Auction training:** Will be informed after Technical Evaluation of bids.

**Date and time of Reverse Auction:** Will be informed after Technical Evaluation of bids.

### **Terms & Conditions of Reverse Auction**

1. **TRAINING:** An agency appointed by the Bank will conduct adequate training to the technically qualified Bidders on the bidding process. The Bidder has to participate in the training at their own cost.
2. **LOG IN NAME & PASSWORD:** Each technically qualified Bidder will be assigned a Unique User Name & Password by the agency appointed by the Bank. The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from the agency appointed by the Bank. All bids made from the Login ID given to the Bidder will be deemed to have been made by the Bidder.
3. **BIDS PLACED BY BIDDER:** The bid of the Bidder will be taken to be an offer to sell. Bids once made by the Bidder cannot be cancelled. The Bidder is bound to sell the material as mentioned above at the price that they bid.
4. **LOWEST BID OF BIDDER:** In case the Bidder submits more than one bid, the lowest bid will be considered as the Bidder's final offer to sell.
5. **AUCTION TYPE:** The Bidders will NOT be able to view the rank of different Bidders. The Bidder will be able to view the current lowest price on the portal.
6. **VISIBILITY TO BIDDER:** The Bidder shall be able to view the following on his screen along with the necessary fields:
  - Leading Bid in the Auction

- Bid placed by You
  - Auction Opening price and bid decremental value
  - Your rank in the auction
7. **MASKED NAMES:** The original names of the Bidders shall be masked in the Reverse Auction and they shall be given dummy names. After the completion of the Reverse Auction event, the agency appointed by the Bank shall submit the Report to Uttar Bihar Gramin Bank with the original names displayed.
8. **GENERAL TERMS & CONDITIONS:** Bidders are required to read the “Terms and Conditions” section of the auctions site of the agency concerned, using the Login IDs and passwords given to them.
9. **OTHER TERMS & CONDITIONS:**
- The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other Bidders
  - The Bidder shall not divulge either his Bids or any other exclusive details of Uttar Bihar Gramin Bank to any other party.
  - Uttar Bihar Gramin Bank decision on award of Contract shall be final and binding on all the Bidders.
  - Uttar Bihar Gramin Bank can decide to extend, reschedule or cancel any Auction. Any changes made by Uttar Bihar Gramin Bank after the first posting will have to be accepted if the Bidder continues to access the site after that time.
  - Uttar Bihar Gramin Bank and the agency shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
  - Uttar Bihar Gramin Bank and the agency are not responsible for any damages, including damages that result from, but are not limited to negligence. The agency will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.
  - All the Bidders are required to submit the Reverse auction process compliance Form after the training program duly signed to Uttar Bihar Gramin Bank. After the receipt of the Agreement Form, Log in ID & Password shall be allotted to the Technically Qualified Bidders.

<b>Auction Format</b>	There is only 1 Bidder at a particular position / rank, which means 1 L1, 1 L2 & so on. The criteria followed here is of Price only. So, the Bidder who quotes the lowest Price is declared as the winner of the Auction. A Bidder here can revise his bids. The revised price should be lower than the L1 price at that point of time.
<b>Bidding Process and Timeline</b>	You should complete the following steps: Participate in the training Program for bidding by the agency appointed by the Bank on the dates mentioned in this document. You should be prepared with competitive price quotes on the day of the bidding event. Participate in the online bidding event.
<b>Start bid price</b>	Start bid price is the upper/ ceiling price of the contract value fixed by Uttar Bihar Gramin Bank for the reverse auction event. Bidders can bid only lower than the start bid price. Start bid price shall be available to the Bidders during the start of the auction on the auction site.
<b>Bid Decrement</b>	Bid Decrement is the fixed amount by which, or by multiples of which, the next bid value can be decreased. Bid Decrement shall be available to the Bidders during the start of the auction on the auction site.

<b>Bid Price in reverse auction</b>	Kindly mention the bid price basis i.e. the price quoted in the reverse Auction shall be lump sum exclusive of all taxes.
<b>Auto Bids</b>	Auto Bid function shall be disabled during the e- procurement auction
<b>Auction Duration</b>	The auction will be of half an hour duration. In case there is a bid by any Bidder within 5 minutes of closing of the auction, the auction will be extended by another 5 minutes. Such unlimited extension will be allowed to continue till no quote is placed within 5 minutes of the last quote. Auto-bid feature will be disabled from the start time of bidding. This feature will be explained during training.
<b>Price Bid evaluation and award of purchase order</b>	<ul style="list-style-type: none"> <li>• At the end of reverse auction process, L1 of Reverse Auction will be identified.</li> <li>• Uttar Bihar Gramin Bank reserves the right to reject any or all the bids without assigning any reason whatsoever.</li> </ul>

The above terms and conditions are acceptable to us.

Seal of the Bidder

Signature of the Bidder's authorized person  
Name of Authorized Person:-

**(REVERSE AUCTION PROCESS)**

To  
General Manager (IT), Uttar  
Bihar Gramin Bank, Head  
Office, Sharma Complex,  
Kalambagh Chowk,  
Muzaffarpur – 842001 (Bihar)

**Sub: Agreement to the Online Bidding Process related Terms and Conditions**

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFP document of for **Supply, Installation, Support and Maintenance of Server equipment to implement of Biometric Authentication for CBS and Other Application Users**

This letter is to confirm that:

The undersigned is authorized representative of the company.

We confirm that we have changed our password after first login.

We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in RFP of and confirm our agreement to them.

We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.

We confirm that and the agency India shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC etc. before or during the auction event.

We understand that in the event we are not able to access the auction site, we may authorize the agency to bid on our behalf by sending a fax containing our offer price before the auction close time and no claim can be made by us on either Uttar Bihar Gramin Bank or the agency appointed by The Bank regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.

I/we do understand that the agency may bid on behalf of other bidders as well in case of above-mentioned exigencies.

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization – Sign this document and Fax it to the agency.

**DECLARATION by the BIDDER**

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP

Seal of the Bidder

Signature of the Bidder's authorized person

Name of Authorized Person:-

Tender No. HO/IT/14/2021-22/189

RFP for Supply, Installation, support and Maintenance of Server, RDBMS (MySQL) and System Software to implement Biometric Authentication for RRBs (UBGB & UBKGB) Sponsored by Central Bank of India

**(REVERSE AUCTION PROCESS)**

**(REVERSE AUCTION PROCESS)**

**LETTER OF INDEMNITY TO BE GIVEN IN THE COMPANY LETTER HEAD**

To  
General Manager (IT), Uttar  
Bihar Gramin Bank, Head  
Office, Sharma Complex,  
Kalambagh Chowk, Muzaffarpur – 842001 (Bihar)

Sir,

We refer to our bid for your RFP No. Ref No. \_\_\_\_\_ dated \_\_\_\_\_ Supply, Installation, Support and Maintenance of Server equipment to implement of Biometric Authentication for CBS and Other Application Users. We, \_\_\_\_\_ (Company) hereby undertake to indemnify Uttar Bihar Gramin Bank and agree to protect and hold The Bank harmless against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from infringement of any patent, trademark, copyrights etc.

The Bank undertakes to: (i) give prompt notice to the Bidder concerning the existence of the indemnifiable event; (ii) grant authority to the Bidder to defend or settle any related action or claim; and, (iii) provide, at the Bidder's expense, such information, cooperation and assistance to the Bidder as may be reasonably necessary for the Bidder to defend or settle the claim or action. Bank's failure to give prompt notice shall not constitute a waiver of The Bank's right to indemnification and shall affect the Bidder's indemnification obligations only to the extent that the Bidder's rights are materially prejudiced by such failure or delay. Notwithstanding anything to the contrary set forth herein, (i) The Bank may participate, at its own expense, in any defense and settlement directly or through counsel of its choice, and (ii) the Bidder shall not enter into any settlement agreement on terms that would diminish the rights provided to The Bank or increase the obligations assumed by The Bank under this Agreement, without the prior written consent of The Bank. If the Bidder elects not to defend any claim, The Bank shall have the right to defend or settle the claim as it may deem appropriate, at the cost and expense of the Bidder, and shall be entitled to deduct from payments to the Bidder such costs and expenses as may be incurred by The Bank provided however should the amount payable to the Bidder be insufficient to recover the expenses incurred by The Bank, the Bidder shall promptly reimburse The Bank for all costs, expenses, settlement amounts and other damages.

In the event of any loss or damage on account of error in reconciliation, any reason whatsoever, Bidder shall liable to The Bank for each such event and in respect of each occasion at which such event occurs. If The Bank is in a position to recover a part of or the entire amount of loss suffered by The Bank from its insurance claims and provided that the Bidder has reimbursed The Bank of the entire loss, the amount recovered by The Bank from the insurer shall be refunded to the Bidder.

Bidder is also liable to bear any losses for failure on part of the bidder that bank or customer suffers owing to lapses in reconciliation or due to occurrence of any fraudulent transactions going unnoticed on account of reconciliation failure, security procedures or standards. The Bidder shall adequately compensate the bank for any loss occurred to the bank due to the any system/Procedure/Service lacuna of the outsourced agency.

Yours faithfully,

(Authorized signatory and company stamp)  
Full name and Designation of authorized signatory

Date: \_\_\_\_\_



## **ANNEXURE “K” MAKE IN INDIA PURCHASE PREFERENCE**

**<Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number with seal.>**

To,  
General Manager (IT),  
Uttar Bihar Gramin Bank,  
Head Office, Sharma Complex,  
Kalambagh Chowk, Muzaffarpur – 842001 (Bihar)

Date:

Dear Sir,

Ref : RFP No HO/IT/13/2020-21/

This is to certify that proposed \_\_\_\_\_ <product details> is having the local content of \_\_\_\_\_ % as defined in the above mentioned RFP.

2. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 dated 15-6-2017 as revised on 16-9-2020, referred to hereinabove

Signature of Statutory Auditor

Cost Auditor

Name/Company

Registration Number

Seal

Counter-Signed:

**Bidder**

**OEM**

**Name & Signature of authorized signatory**

**Name & Signature of authorized signatory**

(In the capacity of)

(In the capacity of)

Duly authorized to sign bid

Duly authorized to sign for and on behalf of OEM

(supported by Board Resolution/POA)

## **ANNEXURE “L” GUIDELINES ON BANNING OF BUSINESS DEALING**

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3. DEFINITIONS
4. INITIATION OF BANNING / SUSPENSION
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6. GROUND ON WHICH BANNING OF BUSINESS DELINGS CAN BE INITIATED
7. BANNING OF BUSINESS DEALINGS
8. REMOVAL FROM LIST OF APPROVED AGENCIES –SUPPLIERS/CONTRACTORS
9. SHOW-CAUSE NOTICE
10. APPEAL AGAINST THE COMPETENT AUTHORITY
11. REVIEW OF THE DECEISION BY THE COMPETENT AUTHROTIY
12. CIRCUALTION OF NAMES OF AGENCIES WITH WHOM BUSINESS DEALINGS HAVE BEEN BANNED

### **1. Introduction**

1.1 UTTAR BIHAR GRAMIN BANK, being a Public Sector Enterprise and ‘State’, within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. has also to safeguard its commercial interests. deals with Agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on to observe principles of natural justice before banning the business dealings with any Agency.

1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

### **2. Scope**

2.1 The General Conditions of Contract (GCC) of generally provide that reserves its rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.

2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies / customers / buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same may be incorporated.

2.3 However, absence of such a clause does not in any way restrict the right of Bank to take action / decision under these guidelines in appropriate cases.

2.4 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.

2.5 These guidelines apply to all the Units and subsidiaries of

2.6 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.

2.7 The banning shall be with prospective effect, i.e., future business dealings.

### 3. Definitions

In these Guidelines, unless the context otherwise requires:

i) 'Party / Contractor / Supplier / Purchaser / Customer/Bidder/Tenderer' shall mean and include a public limited Bank or a private limited Bank, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Party / Contractor / Supplier / Purchaser / Customer /

Bidder / Tenderer' in the context of these guidelines is indicated as

'Agency'.

ii) 'Inter-connected Agency' shall mean two or more companies having any of the following features:

a) If one is a subsidiary of the other.

b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;

c) If management is common;

d) If one owns or controls the other in any manner;

iii) 'Competent Authority' and 'Appellate Authority' shall mean the following:

a) For Bank (entire) wide Banning General Manager (GAD) shall be the „Competent Authority“ for the purpose of these guidelines. Chairman shall be the „Appellate Authority“ in respect of such cases except banning of business dealings with Foreign Suppliers of imported coal/coke.

b) For banning of business dealings with Foreign Suppliers of imported goods, GAD Committee shall be the „Competent Authority“. The Appeal against the Order passed by GAD Committee, shall lie with Chairman, as First Appellate Authority.

c) In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach Board as Second Appellate Authority.

d) For Regional Offices only

Any officer not below the rank of Regional Manager appointed or nominated by the Head Office shall be the 'Competent Authority' for the purpose of these guidelines. The Head of the concerned Regional Office shall be the 'Appellate Authority' in all such cases.

e) For Head Office only

For procurement of items / award of contracts, to meet the requirement of Head Office only, Head of GAD shall be the

Competent Authority" and concerned General Manager (GAD) shall be the "Appellate Authority".

e) **Chairman**, shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.

iv) 'Investigating Department' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.

v) 'List of approved Agencies - Parties / Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers shall mean and include list of approved / registered Agencies - Parties/ Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers, etc.

#### **4. Initiation of Banning / Suspension**

Action for banning / suspension business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. Besides the concerned department, Vigilance Department of each Unit /Corporate Vigilance may also be competent to advise such action.

#### **5. Suspension of Business Dealings**

5.1 If the conduct of any Agency dealing with is under investigation by any department (except Foreign Suppliers of imported goods), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.

5.2 The order of suspension shall be communicated to all Departmental Heads within the Plants / Units. During the period of suspension, no business dealing may be held with the Agency.

5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to General Manager (GAD), Head Office along with the material available. If Head Office considers that depending upon the gravity of the misconduct, it would not be desirable for all the Units and Subsidiaries of to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the Units by the Competent Authority of the Head Office, copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue.

5.5 For suspension of business dealings with Foreign Suppliers of imported goods, following shall be the procedure :-

i) Suspension of the foreign suppliers shall apply throughout the Bank including Subsidiaries.

ii) Based on the complaint forwarded by General Manager (GAD) or received directly by Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the

interest of to continue to deal with such agency, pending investigation, Vigilance may send such recommendation on the matter to General Manager, GAD to place it before GAD Committee with General Manager (GAD) as Convenor of the Committee. The committee shall expeditiously examine the report, give its comments/recommendations within twenty-one days of receipt of the reference by General Manager, GAD.

iii) If GAD Committee opines that it is a fit case for suspension, GAD Committee may pass necessary orders which shall be communicated to the foreign supplier by General Manager, GAD.

5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

## **6. Ground on which Banning of Business Dealings can be initiated**

6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;

6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or, during the last five years;

6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;

6.4 If the Agency continuously refuses to return / refund the dues of without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;

6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;

6.6 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;

6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts and / or fudging /forging /tampering of documents;

6.8 If the Agency uses intimidation / threatening or brings undue outside pressure on the Bank (r its official in acceptance / performances of the job under the contract;

6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;

6.10 Willful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-despatch inspection was carried out by Bank (Uttar Bihar Gramin Bank)or not;

6.11 Based on the findings of the investigation report of / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the Bank ( ) or even otherwise;

6.12 Established litigant nature of the Agency to derive undue benefit;

6.13 Continued poor performance of the Agency in several contracts;

6.14 If the Agency misuses the premises or facilities of the Bank (Uttar Bihar Gramin Bank), forcefully occupies, tampers or damages the Bank's properties including land, water resources, forests / trees, etc.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

## **7 Banning of Business Dealings**

7.1 A decision to ban business dealings with any Agency should apply throughout the Bank including Subsidiaries.

7.2 There will be a Standing Committee in each Region to be appointed by Head of Regional Office for processing the cases of "Banning of Business Dealings" except for banning of business dealings with foreign suppliers of goods. However, for procurement of items / award of contracts, to meet the requirement of Head Office only, the committee shall be consisting of General Manager / Dy. General Manager each from Operations, Law & GAD. Member from GAD shall be the convener of the committee. The functions of the committee shall, inter-alia include:

- i) To study the report of the Investigating Agency and decide if a prima-facie case for Bank-wide / Local unit wise banning exists, if not, send back the case to the Competent Authority.
- ii) To recommend for issue of show-cause notice to the Agency by the concerned department.
- iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
- iv) To submit final recommendation to the Competent Authority for banning or otherwise.

7.3 If Bank wide banning is contemplated by the banning Committee of any Region, the proposal should be sent by the committee to General Manager (GAD) through the Head of the Regional Office setting out the facts of the case and the justification of the action proposed along with all the relevant papers and documents. GAD shall get feedback about that agency from all other Regions and based on this feedback, a prima-facie decision for banning / or otherwise shall be taken by the Competent Authority. At this stage if it is felt by the Competent Authority that there is no sufficient ground for Bank wide banning, then the case shall be sent back to the Head of Regional Office for further action at the Regional level. If the prima-facie decision for Bank-wide banning has been taken, General Manager(GAD) shall issue a show-cause notice to the agency conveying why it should not be banned throughout

After considering the reply of the Agency and other circumstances and facts of the case, General Manager (GAD) will submit the case to the Competent Authority to take a final decision for Bank-wide banning or otherwise.

7.4 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.

7.5 Procedure for Banning of Business Dealings with Foreign Suppliers of imported goods.

- Banning of the agencies shall apply throughout the Bank including Subsidiaries.
- Based on the complaint forwarded by General Manager (GAD) or received directly by Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director, GAD to place it before GAD" Committee with General Manager (GAD) as Convenor of the Committee.
- The committee shall expeditiously examine the report, give its comments/recommendations within twenty-one days of receipt of the reference by General Manager, GAD.

- If GAD Committee opines that it is a fit case for initiating banning action, it will direct GENERAL MANAGER (GAD) to issue show-cause notice to the agency for replying within a reasonable period.
- On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by GENERAL MANAGER (GAD) to GAD COMMITTEE for consideration & decision.
- The decision of the GAD COMMITTEE shall be communicated to the agency by General Manager (GAD).

## **8 Removal from List of Approved Agencies - Suppliers / Contractors, etc.**

8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.

8.2 The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but Limited Tender Enquiry (LTE) may not be given to the Agency concerned.

8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

## **9 Show-cause Notice**

9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.

9.2 If the Agency requests for inspection of any relevant document in possession of Uttar Bihar Gramin Bank, necessary facility for inspection of documents may be provided.

9.3 The Competent Authority may consider and pass an appropriate speaking order:

- a) For exonerating the Agency if the charges are not established;
- b) For removing the Agency from the list of approved Suppliers / Contractors, etc.
- c) For banning the business dealing with the Agency.

9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

## **10 Appeal against the Decision of the Competent Authority**

10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

## **11 Review of the Decision by the Competent Authority**

Any petition / application filed by the Agency concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Competent Authority upon disclosure of new facts / circumstances or

subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee/GAD COMMITTEE as the case may be for examination and recommendation.

## **12 Circulation of the names of Agencies with whom Business Dealings have been banned**

12.1 Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.

12.2 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.

12.3 If business dealings with any Agency has been banned by the Central or State Government or any other Public Sector Enterprise, may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter-connected Agencies.

12.4 Based on the above, Regional Offices may formulate their own procedure for implementation of the Guidelines and same be made a part of the tender documents.

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