



Uttar Bihar Gramin Bank

Head Office Sharma Complex

Kalambagh Chowk

Muzaffarpur-842001

Request for Proposal (Bid) Document

For

**“Empanelment of vendors for Data entry, Scanning
and Renaming of Documents”**

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Purpose of the Document

The Request for Proposal (hereafter referred to as “RFP”) document is meant to define the scope of work to the Bidder for “Empanelment of vendors for Data entry, Scanning and Renaming of Documents” as per the terms, conditions and specifications provided in this RFP.

This RFP contains details including scope of work, project timelines, evaluation process, terms and conditions as well as other relevant details which Bidder needs to factor while responding to this RFP. The objective of this RFP is to empanel Bidders, who can deliver the in scope solutions in alignment to the requirements stated herein, hereafter called as “Bank”, but also to have proven experience in the area of banking sector to respond to this RFP.

Note: *This RFP should not be considered as a statement of intent for procurement, unless a purchase order or notification of award is published by Bank, if any, as an end result of this RFP process.*

Acronyms

CBI	Central Bank of India - Sponsor
RRB	Regional Rural Bank
RFP	Request for Proposal
DD	Demand Draft
EMD	Earnest Money Deposit
CBS	Core Banking Solution
OEM	Original Equipment Manufacturer
DC	Data Centre
DR/ DRC	Disaster Recovery Centre
BG	Bank Guarantee
PBG	Performance Bank Guarantee
GST	Goods & Service Tax
NDA	Non-Disclosure Agreement
TCO	Total Cost of Ownership
UBGB	Uttar Bihar Gramin Bank
Sponsor Bank	Central Bank of India
LOI	Letter of Intent
PO	Purchase Order

1. Introduction

1.1 About Bank

Uttar Bihar Gramin Bank, registered/incorporated under the Regional Rural Act 1976 and having its Head office at Sharma Complex, Kalambagh Chowk, Muzaffarpur Bihar 842001, having 14 Regional Officers (ROs), 1031 Branches spread across 18 districts of North Bihar, invites tender offers (Technical offer and Commercial offer) from eligible, reputed vendors for “**Empanelment of Vendors for Data entry, Scanning and Renaming of Documents**”

1.2 Project Objective

The scope of work is described in detail in Section 3 – “Detailed Scope of Work” of this RFP document. Bank seeks comprehensive proposals from "Bidders" who have the capabilities to meet the Bank’s requirements and have a serious interest in providing the required services. This RFP provides information on Bank and the scope of work, and instructions for the preparation and submission of the RFP Response by the Bidder to perform the scope of work.

The objectives of this Request for Proposal (RFP) are:

- **Scope Definition:** To present the eligible Bidders with understanding of Bank’s requirements aiming for Data entry, Scanning and Renaming of Documents for the period of contract.
- **Background Information:** Provide the background information on existing business applications, underpinning IT infrastructure and services provided to support the business functions and operations.
- **Proposal Request:** To invite detailed proposals from Bidders as per the objectives defined in this RFP and adhering to stipulated terms and conditions.
- **Bidder Selection:** To shortlist Bidders for comprehensive technical and commercial evaluations and award the contract to the selected Bidder, taking into consideration evaluation parameters defined in this RFP.

The Successful Bidder shall be the single point of contact for all products and services offered, as described in the scope of work, and will be fully responsible for the overall delivery, project management and co-ordination with different stakeholders as specified in sections below.

The term of the Contract shall be for a period of 1 years from the date of issuance of purchase order.

1.3 Schedule of Events

Bank invites sealed tenders for Technical and Commercial bid from suitable and experienced Bidders. Bidder refers to the bidder delivering products / services mentioned in this RFP.

Tender Reference	HO/OPR/16/2023-24/475
Name of RFP	Empanelment of vendors for Data entry, Scanning and Renaming of Documents
Date of Issuance of RFP	15/07/2023
Cost of Tender Document	INR 2,000/- (Rupees Two Thousand only) (Exempt for Micro and Small Enterprises, upon submission of valid certificate copy)
Earnest Monet Deposit	INR 2,00,000 (INR Two Lakh only) (Exempt for Micro and Small Enterprises, upon submission of valid certificate copy)

Availability of RFP document for downloading from the Bank's website	15/07/2023
Pre-Bid Queries submission Date	25/07/2023
Date, Time & Venue of Pre-Bid Meeting	28/07/2023
Last Date, Time and Place for receipt of tender offers	02/08/2023 at 3.30 PM
Date & Time of Bid Opening	02/08/2023 at 4.00 PM
Date & Time of Reverse Auction	To be notified later to the Eligible Bidders
Address of Communication	General Manager-OPR Uttar Bihar Gramin Bank Head Office, Sharma Complex Kalambagh Chowk, Muzaffarpur-842001
Contact Name and Telephone Numbers	8102913021 (Mrs. Sristi), 8102913027 (Mr. V.C.Mishra)
Email id	smopr@ubgb.in, cmopr@ubgb.in
Website	www.ubgb.in

Important Note: Considering the recent and ongoing catastrophic pandemic crisis; Bank at its discretion may extend the timeline, for the above list of events given in Section 1.2 and as well project timelines of this RFP

The RFP response documents should be submitted at Head Office RRB UBGB.

- All responses received after the due date/time as mentioned above- Last Date of Submission of RFP Response (Closing Date) would 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.
- **Application Money as mentioned above** - Cost of Tender Document may be paid through RTGS (Real Time Gross Settlement) / NEFT favoring/ demand draft/ banker's cheque in favour of "Uttar Bihar Gramin Bank" and 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.
- **Bank Details for NEFT/RTGS:**

Name of Beneficiary: Uttar Bihar Gramin Bank
Bank Name: Central Bank of India
Branch: Kalambagh Road
Account No.: 3580190927
IFSC: CBIN0281390

- In order to participate in pre-bid meeting bidder has to submit cost of tender document to the BANK failing which bidder will not be able to participate in pre Bid meeting.
- The details of the transaction viz. scanned copy of the receipt of making transaction is required to be uploaded on e-procurement website at the time of "final online bid submission".
- The RFP response without the accompanying amount towards Application Money / Bid Security are liable to be rejected. As this RFP is re-tendered, bidders who have already paid the Application Money / Bid Security during the last tender, need not pay again.
- **Bid Security / Earnest Money Deposit:** Vendors are required to submit Bid Security Declaration as per format provided in Annexure 7.

1.4 Pre-Bid Meeting

- All queries / requests for clarification from Bidders must reach Bank by e-mail or in-person before 5.00 PM on 28/07/2023, queries/requests for clarification received post stipulated date and time would not be addressed by Bank
- Should the Bidder have any queries or require any clarification, Bidder should request the clarification from Bank in the format provided in “Annexure 4- Comments on Terms & Conditions” for Terms & Conditions related queries /clarifications and in “Annexure 11 – Pre-Bid Query” for technical or other non – Terms & Condition related queries / clarification. Clarification or queries, in any other format, will not be entertained.
- Bidders, who have paid the cost of tender document, will only be eligible to attend pre-bid meeting on a scheduled date (Exempt for Micro and Small Enterprises, upon submission of valid certificate copy).
- Bank reserves the exclusive right to make any amendments / changes or to cancel any of the above actions or any other action related to this RFP.
- Bidder is required to provide a detailed strategy to Bank; the activities mentioned above are indicative but the timelines for procurement and delivery should be maintained. Hence, if the Bidder has a quicker and effective solution, the same may be discussed and agreed with Bank
- Any modification to the RFP, which may become necessary as a result of the pre-bid meeting, shall be made by Bank exclusively through the issue of an addendum and will be published on Bank’s website for information to all the prospective Bidders
- Non-attendance at the pre-bid meeting will not be the cause for disqualification of a Bidder. However, only Bidders who have purchased the tender document will be allowed to bid in the tendering process.

2. Eligibility Criteria

Bidder needs to comply with the eligibility criterion mentioned below. Non-compliance with any of these criteria would result in outright rejection of bidder’s proposal. Bidder is expected to provide proof for each of the points for eligibility evaluation criteria. Any credential detail not accompanied by required relevant proof documents will not be considered for evaluation. All credential letters should be appropriately bound, labeled and segregated in the respective areas. There is no restriction on the number of credentials a bidder can provide.

The decision of Bank pertaining to Eligibility Criteria evaluation would be final and binding on all the bidders. Bank may accept or reject an offer without assigning any reason whatsoever.

S. No.	Criteria	Supporting Documents	Compliance (Yes/ No)
Bidder’s Eligibility Criteria			
1	The Bidder should be a registered company in India, registered under the Companies Act 1956 /2013 or	Certificate of Incorporation/ Partnership deed	

S. No.	Criteria	Supporting Documents	Compliance (Yes/ No)
	Government Organization/ Public Sector Undertaking / LLP/ Partnership firm/ Private Sector Enterprise or a Limited Company under India Laws or / and an autonomous Institution approved by Government of India		
2	The bidder should be an operating-profit-making company in last financial years (i.e. FY 2022-23). (Profits of only individual entity would be considered for evaluation)	Copy of Audited Financial Statements for the last two financial years (i.e. FY 2021-22 & 2022-23)	
3	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 by the Authorized Signatory	
4	Bidder should not have filed for bankruptcy in any country including India	Self-declaration by the Authorized Signatory	
5	Bidder must not be a NPA holder in any Bank/Financial Institution.	Self-declaration by the Authorized Signatory	
6	At the time of bidding the Bidder should not have any pending litigation against the Bank before any Court of Law.	Self-declaration by the Authorized Signatory	

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

Note:

- Attested photocopies of all relevant documents / certificates should be submitted as proof in support of the claims made. The bidder should provide relevant additional information wherever required in the eligibility criteria. The Bank reserves the right to verify /evaluate the claims made by The Bidder independently. Any decision of The Bank in this regard shall be final, conclusive and binding upon the Bidder.
- In case of business transfer where bidder has acquired a Business from an entity (“Seller”), work experience credentials of the Seller in relation to the acquired Business may be considered.
- In-case of corporate restructuring the earlier entity’s incorporation certificate, financial statements, Credentials, etc. may be considered.

Offers by a Third-Party

The Bidders are not permitted to authorize their dealers/distributors/partners/ franchisees / subsidiaries / sister concerns etc., (including individuals and third party firms/companies) to either collect or submit the tender-related documents on their behalf. The Bank will summarily reject such requests and arrangements.

3. Detailed Scope of Work:

The bidder has to provide services relating to Data entry, scanning and renaming of scanned documents. Scanning and renaming of document consists of below mentioned documents:

- Customer Photo
 - Customer ID Proof
 - Customer Address Proof
 - Customer Signature
 - Any other document (if required)
1. The bidder has to scan documents of around 40 Lakh customer's documents related to C-KYCR. Bank discretion in this regard will be final for the bidder. At any stage, Bank has the rights to increase/decrease the said number of customers documents. Bank may increase/decrease the order up to any percentage.
 2. The data entry to be saved in excel sheet.
 3. The bidder has to maintain utmost confidentiality and will be responsible for any data breach as mentioned in the agreement subsequently.
 4. The shared documents should be properly and securely kept for data entry and returned to the authorized officer on daily basis. A log register should be properly maintained detailing all the movement of document.
 5. Under No circumstances shall the documents be changed. Mutilated, destroyed or replaced by some other documents shared to the bidder.
 6. Bidder will provide the name and ID if the authorised person, who will receive documents for data entry. Bank will also authorise, an official who will hand over and receive back documents to and from the vendor authorised representative.
 7. Bidder has to maintain outward log for documents returned back to Bank.
 8. Bidder is required to take back up of incremental data at the end of the day. The backup shall be taken on hard disk/pen drive in a secured storage for data retrieval in case of emergency. Bidder should ensure data security and confidentiality while taking back up.
 9. The bidder shall not assign their right and interest in these presents or assume a fresh partner or partners or dissolve partnership at present subsisting between them in reference to this contract without the written permission from Bank.
 10. No document should have scanned twice. Payment for extra scanning will not be made to the selected bidder.
 11. Bidder has to ensure that blank pages are not scanned.
 12. Bidder has to check scanned records for dpi image, quality, format, Noise removal etc.
 13. Bidder has to scan the documents in .tiff, .jpeg and .png format. Size of the document (in KB) will be provided by the Bank. Bank will not pay for the document of files where any error found during upload on CERSAI portal.

14. Nomenclature of the scanned file should be in accordance with the C-KYCR standard and should be discussed with the End User Department.
15. After scanning, the physical document would be pinned together/tagged/bound in the same form as it was given for scanning by the individual units of any department. At the end of the process all documents will be returned in their original form to the department.
16. Each page shall be serially arranged and shall be counted while giving the documents back to the department.
17. The bidder shall provide good quality sufficient and skilled manpower.
18. Bank will have the right to add/amend/modify scope of the work as per its discretion/requirement though with mutual agreement/consent.
19. Unfinished work / left out work / error rectifications pertaining to the expired contract period to be completed during the present agreement period on priority basis without any extra cost to the Bank.
20. Bidder to start work and test compatibility within one week of signing SLA, failing which penalty will be imposed. Bank may also invoke PBG and cancel work order and allot same work to L2/L3 Bidder.
21. Bidding shall to be done in two parts:
 - Technical bidding
 - Commercial Bidding only for those who qualified in technical bidding.
22. In case of loss of any file, documents, pages, security documents while in the custody of the bidder, then the bidder would be liable for the penalty.

4. Terms & Conditions

4.1 General

Bank invites the Bidder's attention to the following terms and conditions which underlines this RFP and which provide a statement of understanding between the interested parties.

Bank expects the Bidder to adhere to the terms of this RFP and would not accept any deviations to the same. If the Bidder has genuine issues only then should it may provide the nature of non-compliance to the same in the format provided. Bank reserves its right to not accept such deviations to the tender terms.

Bank expects that the Bidder appointed under the tender shall have the single point responsibility for fulfilling all obligations and providing complete delivery and support of equipment required for the project implementation.

Unless agreed to specifically by Bank in writing for any changes to the RFP issued, the Bidder's response would not be incorporated automatically in the RFP.

In case of conflict between clause in RFP and SLA the terms and conditions of RFP read with replies, to pre-bid queries, if any, will prevail.

4.2 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.

4.3 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.

4.4 Rules for corresponding to this RFP

- Last date for submission of the response to the RFP would be as mentioned in this document
- All responses should be in English language. All responses by the Bidder to this RFP shall be binding on such Bidder for a period of 180 days after the opening of the technical offer
- All responses including technical bids would be deemed irrevocable offers/proposals from the Bidder and if accepted by Bank form part of the final contract between Bank and the selected Bidder. Bidder is requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.
- Any technical offer submitted cannot be withdrawn / modified after the last date & time of submission of the bids, unless, specifically permitted by Bank.
- The Bidder may modify or withdraw its offer after submission, provided that Bank prior to the closing date and time, receives a written notice of the modification or withdrawal prescribed for submission of offers. No offer can be modified or withdrawn by the Bidder subsequent to the closing date and time for submission of the offers.
- Bidder is required to quote as per the Scope of Work in this document. Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- In the event Bidder has not quoted for any mandatory items, as required by Bank, and forming a part of the RFP circulated to the Bidder and responded to by the Bidder, the same will be deemed to be provided by the Bidder at no extra cost to Bank.
- Bank ascertains and concludes that everything, as mentioned in the RFP circulated to the Bidder and responded by the Bidder, has been quoted for by the Bidder, and there will be no extra cost associated with the same, in case, the Bidder has not quoted for any items or service that is required under this RFP.
- All out of pocket expenses, travelling, boarding and lodging expenses, for the entire life of the contract, should be a part of the commercial bid to be submitted in response to the Technical Bid. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by Bank. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on Bank for the same.
- The Selected Bidder cannot excuse themselves from any claims by Bank, whatsoever, for their deviations in confirming to the terms and conditions, payments schedules, period for supply, installation, implementation, integration and maintenance of server hardware and application software as mentioned in the RFP circulated by Bank. Bidder shall be fully responsible for deviations to the terms & conditions, project schedule etc. as proposed in this RFP.

4.5 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.

4.6 Date of Bid Expiration

Proposals must be valid for 180 days from the date of bid submission. Responses must clearly state the validity of the bid and its explicit expiration date.

4.7 Bidder 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.

4.8 RFP Ownership

The RFP and all supporting documentation/templates are the sole property of the Bank 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, inter-alia cause the Bidder to be irrevocably disqualified. The aforementioned material must be returned to Bank when submitting the Bidder proposal, or upon request.

4.9 Proposal Ownership

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

4.10 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.

4.11 Bidder Status

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

4.12 Non-Disclosure Agreement

The successful bidder will have to sign a Non-Disclosure Agreement (NDA) with the Bank as per the format enclosed in Annexure 8- Non-Disclosure Agreement

4.13 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.

4.14 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 in the schedule above.

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.

The pre bid Con call number or VC link shall be shared only with the bidders who had remitted the document cost and submitted the proof of remittance for document cost.

4.15 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 fulfil 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.

4.16 Confidentiality

This document contains information confidential and proprietary to the Bank. Additionally, the Bidder will be exposed by virtue of the contracted activities to internal business information of 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 08 with RFP or shared by Bank.

4.17 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 by giving thirty (30) days prior written notice to the service provider:

- i. Termination of the purchase agreement fully or partly and claim liquidated damages.
- ii. Forfeiting of Security Deposit/Performance 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 if Bank intends not to take both or either of the above two steps in case of a particular delay.

4.18 Right to Reject

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.

4.19 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.

4.20 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 7 (seven) days from the date of acceptance of the Purchase Order.

4.21 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.

4.22 Changes to the RFP

- Bank also reserves the right to change any terms and conditions of the RFP and its subsequent addendums, as it deems necessary at its sole discretion. Bank will inform the Bidder about changes, if any before the commercial bids are opened
- Bank may revise any part of the RFP, by providing an addendum to the Bidder at stage until bids are opened. Bank reserves the right to issue revisions to this RFP at any time before the opening of the bid.
- Bank reserves the right to extend the dates for submission of responses to this document.
- Bidder shall have the opportunity to clarify doubts pertaining to the RFP, in order to clarify any issues they may have, prior to finalizing their responses. All queries/questions are to be submitted to the contact & address mentioned in this document and should be received by the point of contact not later than the time and date mentioned in this document. Responses to inquiries and any other corrections and amendments will be distributed to the Bidder by fax or in electronic mail format or hardcopy letter, at the sole discretion of Bank.
- Preliminary Scrutiny – Bank will scrutinize the offer to determine whether it is complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. Bank, at its discretion, may waive any minor non- conformity or any minor deficiency in an offer. This shall be binding on the Bidder and Bank reserves the right for such waivers and Bank's decision in the matter will be final.
- Clarification of Offer – To assist in the scrutiny, evaluation and comparison of offer, Bank may, at its discretion, ask the Bidder for clarification of their offer. Bank has the right to disqualify the Bidder whose clarification is found not suitable to the proposed project.
- Bank reserves the right to make any changes in the terms and conditions of purchase. Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations.
- Erasures or Alterations – The offer containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. Bank may treat the offers not adhering to these guidelines as unacceptable.
- Pricing – It is essential for the Bidder to quote the lowest price at the time of making the offer in its own interest. In the event of Bank not satisfied with the Price Discovery in this process, Bank reserves the right to initiate the tendering process again through Limited or Open tender for any Server equipment.
- Right to Alter Quantities – Bank reserves the right to alter the requirements specified in the tender. Bank also reserves the right to delete or increase one or more items from the list of items specified in the tender. Bank will inform the Bidder about changes, if any. In the event of any alteration in the quantities, the price quoted by the Bidder against the item would be

considered for such alteration. The Bidder agrees that the prices quoted for each line item & component is valid for period of contract and can be used by Bank for alteration in quantities. Bidder agrees that there is no limit on the quantities that can be altered under this contract. During the contract period, the Bidder agrees to pass on the benefit of reduction in pricing for any additional items to be procured by Bank in the event the market prices / rate offered by the Bidder are lower than what has been quoted by the Bidder as the part of commercial offer. Any price benefit in the products, licenses, software, services & equipment should be passed on to Bank within the contract period.

- Details of Sub-contracts, as applicable – If required by Bank, Bidder should provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that notwithstanding the use of sub-contractors by the Bidder, the Bidder shall be solely responsible for performance of all obligations under the RFP, irrespective of the failure or inability of the subcontractor chosen by the Bidder to perform its obligations. The Bidder shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits for its employees and sub-contractors.
- No hardware will be accepted as complete, if any part of hardware, related software, components etc. are not delivered free of any additional cost to Bank. In such an event, the supply will be termed incomplete and will not be accepted and warranty period will not commence besides Bank's right to invoke the penalties which will be prescribed in the contract.
- Bank shall inform the Bidder all breaches and claims of indemnification and shall grant the Bidder sole authority to defend, manage, negotiate or settle such claims; and make available all reasonable assistance in defending the claims (at the expense of the Bidder). The written demand by Bank as to the loss / damages mentioned above shall be final, conclusive and binding on the Bidder and Bidder shall be liable to pay on demand the actual amount of such loss / damages caused to Bank.

In respect of demands levied by Bank on the Bidder towards breaches, claims, etc. Bank shall provide the Bidder with details of such demand levied by Bank.

For the purposes of this Clause, the indemnity may be restricted to the areas mentioned, i.e., “claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Bidder to its employees, its agents, contractors and sub-contractors”.

However, there are other indemnities such as indemnity for IPR violation, confidentiality breach, etc., that the Bidder is expected to provide as per the RFP.

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by Bank arising out of claims made by its customers and/or regulatory authorities.

- The Bidder's representative and local office at Muzaffarpur will be the contact point for Bank. The delivery status of equipment should be reported on a weekly basis.
- Bidder should ensure that the hardware delivered to Bank including all components and attachments are brand new. In case of software supplied with the system, the Bidder should ensure that the same is licensed and legally obtained with valid documentation made available to Bank.
- The Bidder shall procure in the name of Bank any user specific software licenses for Bank based on number of CPU's at DC and DRC and users at Bank branches and offices as the case may be. Bidder shall, also, provide other licenses for applications, operating system as required by Bank to successfully utilize the solution. The Bidder shall provide the licenses for all software being a part of supply of software to Bank.
- Bidder shall indemnify, protect and save Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent,

trademarks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1957 and Information Technology Act 2000 in respect of all the hardware, software and equipment or other systems supplied by them to Bank from whatsoever source, provided however, (i) Bank notifies the Bidder in writing as soon as practicable when Bank becomes aware of the claim (ii) the Bidder has sole control of the defense and all related settlement negotiations (iii) Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and (vi) Bank does not make any statements or comments or representations about the claim without the prior written consent of the Bidder, except where Bank is required by any authority/regulator to make a comment/statement/representation. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by Bank arising out of claims made by its customers and/or regulatory authorities.

- Manufacturer's Authorization Form - The Bidder should furnish a letter from original equipment manufacturer in the format provided in Annexure 6 - Manufacturer Authorization Form provided along with this RFP,
- Over the course of the contract there could be newer technologies that are being implemented by the OEMs, in such a case, during the tenure of the contract, Bank shall have the right to negotiate the price, in case it wishes to procure a newer version of the product stated as this RFP.

4.23 Conditional Bids

Conditional bids shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of bids.

4.24 Contract Commitment

Bank intends that the contract, which is contemplated herein with the Bidder, shall be for a period of one years. However, the extension of the period, will be at the sole discretion of Bank.

4.25 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.
- (v) Service provider's performance is not satisfactory

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 favourable 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

4.26 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.

4.27 Cancellation of Contract and Compensation

The Bank reserves the right to terminate the order/ contract of the selected bidder without assigning any reason at any time by giving thirty (30) days prior written notice 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. 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.

4.28 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 Défense 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.

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.

4.29 Integrity Pact

Each Participating bidder/s shall submit Integrity Pact as per attached Annexure-9 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.

4.30 Inspection, Audit, Monitoring & Visitations

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.

4.31 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.

4.32 Hiring of Employees

All information processed, stored, or transmitted by Bidder equipment belongs to 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.

Any information considered sensitive must be protected by the Bidder from unauthorized disclosure, modification or access. Types of sensitive information that will be found on Bank systems the Bidder may 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.

4.33 Sensitive Information

Any information considered sensitive must be protected by the Bidder from unauthorized disclosure, modification or access.

Types of sensitive information that will be found on Bank systems the Bidder may 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.

4.34 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.

4.35 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 endeavour to find a solution to the problem.

Notwithstanding above, the decision of the Bank shall be final and binding on the Bidder.

4.36 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.

4.37 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.

4.38 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.
3. The dispute resolution mechanism to be applied shall be as 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. The disputes or differences arising shall be referred to the sole arbitrator. The sole arbitrator should be appointed by agreement between the parties.
 - b) Arbitration proceedings shall be held at Muzaffarpur and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English and court of Muzaffarpur 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 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) This RFP shall be governed and construed in accordance with the laws of India. The courts of Muzaffarpur 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.

4.39 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.

4.40 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.

4.41 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.

4.42 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.

4.43 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.

4.44 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.

4.45 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.

4.46 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.

4.47 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.

4.48 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 favourable 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 Bidder 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 days' 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.

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.

- ii. 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.
- iii. 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.
- iv. 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.
- v. 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.

4.49 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.

4.50 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.

4.51 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.

4.52 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.

4.53 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.

4.54 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.

4.55 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.

4.56 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.

4.57 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.

4.58 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.

4.59 Addition/Deletion of Qualified Offerings

Both parties agree that the intent of this tender is to establish an initial set of service offerings. Bank recognizes that, as the use of these services expands, it is possible that additional services and / or service categories will be needed. In addition, Bank recognizes that from time to time hardware and related software products that are provided as part of Bidder services will be upgraded or replaced as technology evolve. Replacement and / or supplemental hardware and software products that meet or exceed the minimum proposal requirements may be added with the prior approval of Bank. For this purpose, a Change Order Procedure will be followed. Bank may request a change order in the event of actual or anticipated change(s) to the agreed scope of work, services, deliverables and schedules. The Bidder shall prepare a change order reflecting the actual or anticipated change(s) including the impact on deliverables schedule. The Bidder shall carry out such services as required by Bank at mutually agreed terms and conditions.

The Bidder shall agree that the price for incremental offering cannot exceed the original proposed cost and Bank reserves the right to re-negotiate the price. At the unit rates provided for TCO calculations, Bank has the right to order as much as it wants at those rates.

The Bidder shall agree to submit the request to add new services or service categories on its letterhead signed by a representative authorized to bind the organization.

Bank is under no obligation to honor such requests to add service categories or amend this contract.

As a method for reviewing Bidder services and Bank requirements, Bank will sponsor regular reviews to allow an exchange of requirements and opportunities.

All quantities mentioned in this RFP are indicative. Bank can vary the quantities of components to be procured as part of this tender. This also includes the right to modify the number of branches, extension counters, offices, training centers etc.

4.60 Termination

1. Termination for Default

1.1 The Bank, without prejudice to any other remedy for breach of contract, may terminate this Contract in whole or in part by giving thirty (30) days prior written notice:

- 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 exceed 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

4.61 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.

4.62 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.

4.63 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.

4.64 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 licence 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.

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.

4.65 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 misdemeanours.
- 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 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.
- m) Service Provider shall submit Integrity Pact, Non Disclosure Agreement and Performance bank guarantee as per satisfaction of the Bank.
- n) 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.
- o) 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.

4.66 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.

Bank may at its option demand and recover from the Successful Bidder(s) an amount equivalent to 1(one) percent of the unexecuted service 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 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.

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 of loss of time of the bank for implementation of the project.

4.67 Blacklisting

Bank reserves its right to blacklist to concern Bidder 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 in this RFP / Agreement.

4.68 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-13, for 3% of the total project cost valid for 18 months (may change as per Government guidelines), 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 letterhead 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.

4.69 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 resolution of issues of hardware/related system software

The Bank will levy penalty for the non-resolution of issues within the time limit specified for resolution under para service levels defined in subsequent section of this RFP.

4.70 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.

4.71 Amendments

Other than the rights of Bank specified in this Agreement, no change or modification of this Agreement shall be valid unless the same shall be in writing and signed by all the Parties.

4.72 Counterparts

This Agreement may be signed in any number of counterparts, each of which is an original and all of which, taken together, constitutes one and the same instrument.

4.73 Governing Law and Jurisdiction

This Agreement shall be governed and construed in accordance with the laws of India. The courts of Muzaffarpur alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this Agreement.

4.74 Survival of Clauses

Any provision or covenant of this RFP or subsequent Agreement, which expressly, or by its nature, imposes obligations beyond the expiration, or termination of this Agreement, shall survive such expiration or termination.

4.75 Change Control Process

Any deviations or changes/amendment in the workflow of Services required by Bank may always be agreed between the parties, which shall be notified in writing by BANK to BIDDER as change control process. Any other customization suggested by Bank in the application or due to Regulatory requirement will be provided by Bidder without any additional charges to Bank inter-alia provide any or all statutory/Regulatory report to Bank free of Cost.

5. Evaluation & Methodology

The evaluation will be a conducted in the following stages:

1. Technical Bid Evaluation including Eligibility
2. Commercial Bid Evaluation

The objective of this evaluation methodology is to facilitate the selection of the most optimal solution that appropriately meets the business requirements of Bank. Bidder would be screened based on Eligibility Criteria. Post qualification of Bidder on Eligibility Criteria, evaluation would be on technical soundness. All the bids shall be evaluated by an Evaluation Committee set up for this purpose by Bank. The evaluation shall be based on quality of the solution & services offered and cost of the offered solution and services. Bidders qualifying the technical bid evaluation will be considered for commercial evaluation.

Bank may at its absolute discretion, reject proposal of the Bidder, and without giving any reason whatsoever. Decision of Bank, in this regard, would be final and binding on all the participating Bidders.

5.1 Normalization of Bids

The Bank may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that Bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids need to be normalized and that such normalization has a bearing on the commercial bid; the Bank may at its discretion ask all the technically shortlisted Bidders to resubmit the updated technical and commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of technical submission till the Bank is reasonably satisfied. The Bidders agree that they have no reservation or objection to the normalization process and all the technically short listed bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The Bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process. Any non-compliance to the normalization process may result in disqualification of the concerned Bidder.

Bank may call for any clarifications/ additional particulars required, if any, on the technical/commercial bids submitted. The Bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The Bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time. Bank reserves the right to call for presentation(s), product walkthroughs, on the features of the solution offered etc., from the bidders based on the technical bids submitted by them. UBGB (RRB) sponsored by Central Bank of India also reserves the right to conduct reference site visits at the

Bidder's client sites. Based upon the final technical scoring, short listing would be made of the eligible bidders for final commercial bidding.

5.2 General Eligibility Criteria

Uttar Bihar Gramin Bank shall scrutinize the Eligibility 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 Technical Evaluation.

The Bidders meeting the General Eligibility Criteria as per Section 2 will be considered for technical evaluation. Any credential/supporting detail mentioned in "Section 2" and not accompanied by relevant proof documents will not be considered for evaluation. All credential letters should be appropriately bound, labeled and segregated in the respective areas. There is no restriction on the number of credentials a Bidder can provide.

5.3 Technical Evaluation

The objective of this evaluation process is to facilitate the selection of the most optimal solutions that appropriately meets all requirements of the Bank. All bids shall be evaluated by an evaluation committee setup for this purpose by the Bank. The Bank will evaluate the technical offers of the Bidders in terms of eligibility criteria and the proposals meeting the criteria will only be taken up for further technical evaluation. The decision on the Bank in regards to evaluation would be final and binding on all the Bidders to this document. The Bank may accept or reject an offer without assigning any reason whatsoever.

5.4 Commercial Evaluation

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

The envelope containing the Commercial offers of only those Bidders, who are short-listed after technical evaluation, would be opened. The format for quoting commercial bid set out in Appendix 1. The commercial offer should consist of comprehensive Cost for required solutions. The Bank will determine whether the Commercial Bids are complete, unqualified and unconditional. The technically qualified bidders may be required to participate in the reverse auction. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the Scope of the RFP within the total quoted price shall be that of the Bidder.

5.4.1 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 or by a senior official of the organization having authority to do so. 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 certified xerox 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.

Please note that in the event of the Bank conducting a normalization exercise, the bids submitted after normalization would be evaluated as per the evaluation methodology in Commercial Evaluation. Bidder categorized as L1 after the Normalization process would be deemed as the Successful Bidder.

If a Bidder quoting higher prices, higher by more than 20% as compared to the average quoted prices (of all technically qualified bidders) for all items in aggregate, the same Bidder may not be called for reverse auction process. If due to such price variation factor, a Bidder is not found eligible to be called for reverse auction and only one bidder is left commercially eligible, in such situation, Bank reserves the right to award contract to the L1 Bidder.

5.4.2 Commercial Bid Evaluation Considerations

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

- If there is a discrepancy between words and figures, the amount in words shall prevail
- If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail
- 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
- Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the schedule of prices, the amount obtained on totalling the line items in the Bill of Materials will prevail
- The amount stated in the correction form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall price to rise, in which case the bid price shall prevail
- In case the bidder does not accept the correction of the errors as stated above, the bid shall be rejected.
- At the sole discretion and determination of the bank, the bank may add any other relevant criteria for evaluating the proposals received in response to this RFP.
- Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.
- All liability related to non-compliance of this minimum wages requirement and any other law will be responsibility of the bidder.
- The bank shall not incur any liability to the affected bidder on account of such rejection.

The commercials will be calculated till two decimal points only. If the third decimal point is greater than .005 the same shall be scaled up else, it shall be scaled down to arrive at two decimal

points. Bank will make similar treatment for 4th or subsequent decimal point to finally arrive at two decimal points only.

6. Procedure for claiming Payment

The Bidder's requests for payment shall be made to the Bank in writing accompanied by Original Invoice.

The invoices and other documents are to be duly authenticated by Bidder.

On receiving each payment, the Bidder shall submit a stamped receipt for the payment received including TDS. The payment after deducting applicable TDS will be released by the Bank. All payments will be made only by electronic transfer of funds either by NEFT or RTGS. The Bidder therefore has to furnish the bank account number to where the funds have to be transferred for effecting payments.

Payments as per the schedule given below will be released only on acceptance of the order and on signing the agreement/contract by the selected bidder and also on submission of performance guarantee through Bank Guarantee.

1. 70 % payment on submission of scanned documents to the Bank. Payment will be release after verification of the scanned documents and Bank satisfied with the scanned document submitted as per Scope of Work of the RFP.
2. Remaining 30% will be release on successful submission of the scanned documents on C-KYC portal.

The Bank shall pay each undisputed invoice raised in accordance with this RFP and subsequent agreement, within thirty (30) Days after its receipt unless otherwise mutually agreed in writing, provided that such invoice is dated after such amount have become due and payable under this RFP and subsequent agreement.

Any objection / dispute to the amounts invoiced in the bill or any other component of the bill shall be raised by the Bank within 21 days from the date of receipt of the invoice, only in exceptional circumstances will bank raise a dispute beyond 21 days. The Bidder is required to provide the clarification on the disputes within 14 days of dispute being highlighted by the bank. In case of Disagreement/dispute between bank and the bidder exists even after receiving the clarifications such disputed can be dealt as per contract provisions.

Upon settlement of disputes with respect to any disputed invoice(s), the Bank will make payment within thirty (30) Days of the settlement of such disputes.

All out of pocket expenses, travelling, boarding and lodging expenses for the entire Term of this RFP and subsequent agreement is included in the amounts and the Bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out-of-pocket expenses, including travel, boarding and lodging etc.

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, increase in custom duty. The bank will not pay any out of pocket expense.

7. Penalties

Penalty of ½ % of purchase order per week or part thereof for delay in delivery of the scanned documents as per the scheduled timeline subsequent to acceptance of purchase order with maximum penalty of 10% of purchase order amount for a particular office. However, Penalty will not be levied for reasons solely attributable to the Bank. In case of site is not ready, Bank will not charge penalty for that period.

8. Appendices

8.1 Appendix 1: Commercial Bill of for required service (Masked)

S. No.	Particulars	(A)	Unit Cost per Customer ID Scanning (B)	Total Cost C = A*B
1	No. of Customer ID of Which documents need to scan	4000000.00	X	X
Total Cost Of Ownership (TCO) T= C				

***Please note that the “Number of Customer Ids” mentioned above are indicative and may vary at the time of issuing of purchase order. Bank has right to modify/change at any point of time.**

Signature of the bidder with Seal

8.2 Appendix 2: Commercial Bill of for required service

S. No.	Particulars	(A)	Unit Cost per Customer ID Scanning (B)	Total Cost C = A*B
1	No. of Customer ID of Which documents need to scan	4000000.00	X	X
	Total Cost of Ownership (TCO) T= C			

***Please note that the “Number of Customer Ids” mentioned above are indicative and may vary at the time of issuing of purchase order. Bank has right to modify/change at any point of time.**

Signature of the bidder with Seal

9. Annexures

9.1 Annexure 1: Technical Proposal Format

Particulars to be provided by the bidder in the technical proposal.

#	Particulars	Details to be furnished by the bidder
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 2020-21 Year 2021-22 Year 2022-23	
10	Profit of the bidder (not of the group) Year 2020-21 Year 2021-22 Year 2022-23 Documentary proofs are to be enclosed	

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 180 days, from the last date for submission of response to RFP.

Place :

Date:

Seal & Signature of bidder's authorized signatory:

Name of Authorised Signatory:

9.2 Annexure 2: Cover TO

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

Date:

To

General Manager
Operation Department
Uttar Bihar Gramin Bank
Head Office, Sharma Complex
Kalambagh Chowk, Muzaffarpur (Bihar)
PIN - 842001

Dear Sir,

1. Having examined the Scope Document including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, implement and maintain all items mentioned in the "Request for Proposal" and the other schedules of requirements and services for your Bank in conformity with the said Scope Document in accordance with the schedule of Prices indicated in the Commercial Bill of Material and made part of this Scope.
2. If our Bid is accepted, we undertake to abide by all terms and conditions of this Scope and also to comply with the delivery schedule as mentioned in the Scope Document.
3. We agree to abide by this Scope Offer for 210 days from date of Scope (Commercial Bid) opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
6. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Authorised Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

Company Seal of the Bidder

9.3 Annexure 3: Conformity Letter

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

Date:

To

General Manager
Operation Department
Uttar Bihar Gramin Bank
Head Office, Sharma Complex
Kalambagh Chowk, Muzaffarpur (Bihar)

PIN - 842001 Dear Sir,

Further to our proposal dated _____, in response to the RFP document (hereinafter referred to as “**RFP DOCUMENT**”) issued by **Bank** we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP 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 Annexure 5 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.

Authorised Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

Company Seal of the Bidder

9.4 Annexure 4: Conformity with Hardcopy

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

Date:

To

General Manager
Operation Department
Uttar Bihar Gramin Bank
Head Office, Sharma Complex
Kalambagh Chowk, Muzaffarpur (Bihar)

PIN - 842001

Dear Sir,

Further to our proposal dated _____, in response to the RFP document issued by 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.

Authorised Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

Company Seal of the Bidder

9.5 Annexure 5: Comments on Terms & Conditions

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

Please provide your comments on the Terms & conditions in this section. You are requested to categorize your comments under appropriate headings such as those pertaining to the Scope of work, Delivery timelines, Terms & Conditions etc. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose as shown below.

S.No.	Page No.	Point/ Section	Clarification Point as stated in the Tender Doc.	Comment/ Suggestion/ Deviation

Authorised Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

Company Seal of the Bidder

9.6 Annexure 6: Integrity Pact

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 Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ contractor(s)

(1) The Bidder(s)/ Contractor(s) commits 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 cartelisation 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 placed at (page nos. 8-17)*.

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 Chairman , 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 **Uttar Bihar Gramin Bank** within 8 to 10 weeks from the date of reference or intimation to him by the *Principal* and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the Chairman **Uttar Bihar Gramin Bank**, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman **Uttar Bihar Gramin Bank** has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief 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 Chairman of **Uttar Bihar Gramin Bank**.

Section 10 – Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Muzaffarpur.

(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 and On Behalf of <<Bidder>>	For and On Behalf of Uttar Bihar Gramin Bank
<hr/> Name: _____ Designation: _____	<hr/> Name: _____ Designation: _____
<u>Witness 1</u> <hr/> Signature: Name: _____ Address: _____	<u>Witness 1</u> <hr/> Signature: Name: _____ Address: _____
<u>Witness 2</u> <hr/> Signature: Name: _____ Address: _____	<u>Witness 2</u> <hr/> Signature: Name: _____ Address: _____

Undertaking 1: Letter of Indemnity

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

Date:

To

General Manager
Operation Department
Uttar Bihar Gramin Bank
Head Office, Sharma Complex
Kalambagh Chowk, Muzaffarpur (Bihar)

PIN - 842001

Dear Sir,

We refer to our bid dated _____ for RFP for _____

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 Vendor concerning the existence of the indemnifiable event;
- (ii) grant authority to the Vendor to defend or settle any related action or claim; and,
- (iii) provide, at the Vendor's expense, such information, cooperation and assistance to the Vendor as may be reasonably necessary for the Vendor 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 Vendor's indemnification obligations only to the extent that the Vendor'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 Vendor 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 Vendor 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 Vendor, and shall be entitled to deduct from payments to the Vendor such costs and expenses as may be incurred by the Bank provided however should the amount payable to the Vendor be insufficient to recover the expenses incurred by the Bank, the Vendor 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, Vendor 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 Vendor has reimbursed the Bank of the entire loss, the amount recovered by the Bank from the insurer shall be refunded to the Vendor.

Vendor is also liable to bear any losses for failure on part of the vendor 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 Vendor shall adequately compensate the bank for any loss occurred to the bank due to the any system/Procedure/Service lacuna of the outsourced agency.

Authorised Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

Company Seal of the Bidder

9.7 Annexure 7: Format for Performance Bank Guarantee

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

In consideration of M/s UTTAR BIHAR GRAMIN BANK having Registered Office at Sharma Complex, Kalambagh Chowk, Muzaffarpur -842001 (hereinafter referred to as “Bank”) having agreed to avail service ----- (hereinafter referred to as “Service”) from M/s -----(hereinafter referred to as “Vendor”) on the terms and conditions contained in their agreement/purchase order No----- dt.----- (hereinafter referred to as the “Contract”) subject to the Vendor furnishing a Bank Guarantee to the Bank as to the due performance of the-----, as per the terms and conditions duly stipulated in the aforesaid contract, to be supplied by the Vendor and also guaranteeing the maintenance, by the Vendor , ----- as per the terms and conditions of the said contract;

We, ----- (detail address of Guarantor Bank) (hereinafter called “Guarantor Bank”), in consideration of the premises and at the request of the Vendor, do hereby guarantee and undertake to pay to the Bank, forthwith and immediate on mere written demand and without any demur, at any time within the validity date up to ----- any money or moneys not exceeding a total sum of Rs----- (Rupees----- --only) as may be claimed by the Bank to be due from the Vendor by way of loss or damage caused to or would be caused to or suffered by the Bank by reason of failure of Performance ----- as per the said contract, and also failure of the Vendor to maintain the ----- as per the terms and conditions of the said contract.

Notwithstanding anything to the contrary, the decision of the Bank as to whether Vendor has failed to perform as per the Terms and conditions of the said contract, and also as to whether the Vendor has failed to maintain the ----- as per the terms and conditions of the said contract will be final and binding on the Guarantor Bank and the Guarantor Bank shall not be entitled to ask the Bank to establish its claim or claims under this Guarantee but shall pay the Guarantee amount to the Bank forthwith on mere demand without any demur, reservation, recourse, contest or protest and/or without any reference to the Vendor. Any such demand made by the Bank on the Guarantor Bank shall be conclusive and binding notwithstanding :-

Any dispute that might have cropped up between the Bank and the vendor, or

Any dispute might have been pending, between the Bank and the vendor, before any court, Tribunal, Arbitrator or any other authority or

Any variation of the contract or any other act, omission or promise made by the Bank and agreed by the Bank and the Vendor, the effect of which, is the discharge of the Guarantor Bank.

This Guarantee shall expire on -----; without prejudice to the Bank’s claim or claims demanded from or otherwise notified to the Guarantor Bank in writing on or before the said date i.e. ----- (this date should be date of expiry of Guarantee).

The Guarantor Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the Bank 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 Bank under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or the Bank certifies that the terms and conditions of the said contract have been fully carried out by the Vendor and accordingly discharges the Guarantee.

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 Vendor hereby Guaranteed by us as aforesaid and we hereby

expressly waive all our rights of surety ship and other rights if any which are in any way inconsistent with the above or any other provisions of this Guarantee.

The Guarantor Bank agrees with the Bank that the Vendor shall have the fullest liberty without affecting in any manner the Guarantor Bank's obligations under this Guarantee to extend the time of performance by the contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the Bank against the Vendor and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Guarantor Bank shall not be released from its liability for the reasons of any such extensions being granted to the Vendor for any forbearance, act or omission on the part of the Bank or any other indulgence shown by the Bank 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 Guarantor Bank.

The Guarantee shall not be affected by any change in the constitution of the Vendor or the Guarantor Bank nor shall it be affected by any change in the constitution of the Bank by any amalgamation or absorption or with the Vendor, Guarantor Bank or the Bank, but Guarantor Bank will ensure that this guarantee shall be available to and enforceable by the absorbing or amalgamated company or concern.

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 Guarantor Bank (whether singly or jointly with other banks) on behalf of the Vendor 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 the Guarantor Bank 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 Vendor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.

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.

The expression "Bank", "Guarantor Bank" and "Vendor" hereinbefore used shall include their respective successors and assigns.

Notwithstanding anything contained herein:-

Our liability under this Bank Guarantee shall not exceed Rs.------(Rupees-----only);

This Bank Guarantee shall be valid up to -----; and

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).

The Guarantor 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 Guarantor Bank.

Date this ----- day of ----- 2023 at Muzaffarpur.

For and on behalf of ----- Guarantor Bank.

9.8 Annexure 8: Non-Disclosure Agreement

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 successors and assigns) of the ONE PART; AND

UTTAR BIHAR GRAMIN BANK, a body corporate constituted under the Regional Rural Act 1976 and having its head Office at Sharma Complex Kalambagh Chowk, Muzaffarpur–842001 (hereinafter referred to as “UBGB” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the OTHERPART

And UBGB are herein after 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 Non-disclosure 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 non-disclosure 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.

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.

5. 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.

6. 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.

7. Entire Agreement, Amendment and 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.

8. 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 Muzaffarpur.

9. 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.

10. 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 WHERE OF, the Parties hereto have executed these presents the day, month and year first hereinabove written.

For and on behalf of <<Vendor>>

Name of Authorized Signatory

Designation:

For and on behalf of UTTAR BIHAR GRAMIN BANK

Name of Authorized signatory:

Designation:

9.9 Annexure 9: Pre-Bid Query Format

Queries are to send only in the following format:

S.No.	Page No.	Point/ Section	Query	Bank's Response <i>(Bidder should not fill in this column)</i>

Authorised Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

Company Seal of the Bidder

9.10 Annexure 10: Undertaking Letter

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

Date:

To

General Manager
Operation Department
Uttar Bihar Gramin Bank
Head Office, Sharma Complex
Kalambagh Chowk, Muzaffarpur (Bihar)

PIN - 842001

Dear Sir,

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.

Authorised Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

Company Seal of the Bidder

9.11 Annexure 11: Acceptance Letter

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

Date:

To

General Manager
Operation Department
Uttar Bihar Gramin Bank
Head Office, Sharma Complex
Kalambagh Chowk, Muzaffarpur (Bihar)
PIN - 842001

Dear Sir,

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, 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 180 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.

Authorised Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

Company Seal of the Bidder

10.Disclaimer

The RFP document is not an offer made by UTTAR BIHAR GRAMIN BANK but an invitation for response based on which the Bank may further evaluate the response or call for alternate or more responses from other Bidders. The Bank has the right to ask for other competitive quotations and can award any part or complete work to another Bidders whom so ever they feel eligible for the same taking into consideration the price and quality.

End of Document