



REQUEST FOR PROPOSAL (RFP)

For Supply, Installation & Implementation of

End to End (E2E)

Loan Management System (LMS)

for

**Retail, Agriculture, MSME, Credit Monitoring,
EWS and NPA Management Modules**

**(with Loan Origination, Processing,
Monitoring and Recovery Management
Capabilities).**

Tender reference No: HO/IT/17/2024-25/103 Dated 03/08/2024

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INVITATION TO BID

The purpose of this RFP is to invite bids for procurement of Loan Management System (LMS) with Loan Origination, Processing, Monitoring & Recovery management Capabilities.

The RFP document will be available at Bank's website, which could be accessed through URL address www.ubgb.in

The RFP bid document should be submitted to the office of:

Shri D N Pandey,
General Manager
Information Technology Department
Uttar Bihar Gramin Bank
Sharma Complex, Kalambagh Chowk
Muzaffarpur – 842001

Email: smcredit@ubgb.in, smit@ubgb.in

- Please note that all the information desired needs to be provided. Incomplete information may lead to non-consideration of the proposal.
- All Bids must be accompanied by Earnest Money Deposit as specified in the Bid document.
- Bank reserves the right to change/modify the dates/terms & conditions mentioned in this RFP document as per its requirement, which will be communicated to the bidders.
- The information provided by the bidders in response to this RFP document will become the property of the Bank and will not be returned. Bank reserves the right to amend, rescind or re-issue this RFP and all amendments will be advised to the bidders and such amendments will be binding on them.
- The 6 (Six) Modules for proposed LMS (Loan Management System) include –
 - 1) Retail
 - 2) Agriculture
 - 3) MSME
 - 4) Credit Monitoring
 - 5) EWS (Early Warning Signals)
 - 6) NPA



DISCLAIMERS

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

This RFP document is not an agreement and is neither an offer nor an invitation by Bank to any parties other than the applicants who are qualified to submit the bids (“Bidders”). 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 the Bank and the successful Bidder. The purpose of this RFP is to provide the Bidder(s) with information to assist them in formulation of their proposals (“Bids/Bid”). This RFP does not claim to contain all the information each Bidder may require. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

The information contained in the RFP document is selective and is subject to update, expansion, revision and amendment. The Bank does not undertake to provide any Bidder with access to any additional information or to update the information in this RFP or to correct any inaccuracies there in, which may become apparent. The Bank reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be intimated or made accessible to all Bidders. Any information contained in this document will be superseded by any later written information on the same subject made available/accessible to all recipients by the Bank.

Information provided in this RFP is on a wide range of matter, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Bank does not own any responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. Further, The Bank also does not accept liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

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 without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. 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. The decision of the Bank shall be final, conclusive and binding on all the parties directly or indirectly connected with the bidding process. Bids not satisfying the procedure prescribed in the tender document will be treated as invalid and rejected summarily.



If only one bidder participates or only one bidder qualifies for commercial evaluation, in such case there would be no reverse auction and commercial bid of such bidder shall be directly negotiated and concluded at discretion of the Bank. However, in case of multiple participants, Reverse Auction route shall be followed.

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.

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 such amendments shall be binding on them.

It may be noted that notice regarding corrigenda, addendums, amendments, time-extensions, clarifications, response to bidders' queries etc., if any to RFP, will not be published through any advertisement in newspapers or any other media. Prospective bidders shall regularly visit Bank's website www.ubgb.in or any changes/development in relation to this RFP.



SCHEDULE OF EVENTS

Sr. No	Particulars	Time / Date / Other Details
1	Date of commencement of Bidding process (Issue of RFP)	07-08-2024
2	Last date and time for receipt of written queries/e-mail for clarification from Bidders	17-08-2024 up to 17:00 hours
3	Pre-Bid meeting Date & Time through Video Conferencing	28-08-2024 at 15:00 hours
4	Last Date & Time for Bid submission.	10-09-2024 up to 16:00 hours
5	Date and Time for opening of Functional and Technical Bid	10-09-2024 at 16:30 hours Representatives of Bidders, at their option, may be present during opening of Bid. However, Bids will be opened even in the absence of any or all of the Bidder's representatives.
6	Date and Time for opening of Commercial Bid of successful Technical bid	To be notified later
7	Date and Time Reverse Auction	To be notified later
8	Place of Pre-Bid meeting/ Opening of Bids/ Communication	<p style="text-align: center;">Shri D N Pandey, General Manager Information Technology Department Uttar Bihar Gramin Bank Sharma Complex, Kalambagh Chowk Muzaffarpur – 842001 Email: smcredit@ubgb.in, smit@ubgb.in</p>
9	For queries	Technical Queries - Mr. Vikash Kumar Singh, Senior Manager (IT), smit@ubgb.in , 8210381091 Functional / Module Queries - Mr. Navneet Kumar, Senior Manager, smcredit@ubgb.in , 9711184983
10	Bid Fee	Non Refundable fee of <b style="color: red;">Rs.10,000/- (Rupees Ten Thousand only) plus applicable taxes/GST etc. by means of Demand Draft, drawn in favour of Uttar Bihar Gramin Bank, payable at Muzaffarpur to be submitted along with the Bid.
11	Earnest Money Deposit	<b style="color: red;">Rs.20,00,000/- (Rupees Twenty Lacs only) . (EMD can be deposited by means of a Demand Draft/Bank Guarantee, drawn in favor of Uttar Bihar Gramin Bank, payable at Muzaffarpur to be submitted along with the RFP Bid. EMD of successful bidders will be discharged upon the Bidder signing the Contract and furnishing the security deposit.



		<p>Unsuccessful bidder's EMD will be discharged but not later than 30 days after the expiration of period of tender validity.</p> <p>The EMD may be forfeited:</p> <p>(a) If a Bidder (i) withdraws its tender during the period of tender validity; or (ii) does not accept the correction of arithmetic errors; or</p> <p>(b) In case of a successful Bidder, if the Bidder fails (within stipulated time)</p> <p>(i) To sign the contract; or</p> <p>(ii) To furnish the Security Deposit.</p>
12	Security Deposit	<p>Successful bidders will have to give Security Deposit of 10% of the contract value (TCO) in the form of Performance Bank Guarantee (PBG) issued by a scheduled commercial bank (other than Uttar Bihar Gramin Bank and Uttar Banga Kshetriya Gramin Bank) with validity of <u>84 months (72 months contract period + one year claim period)</u> from the date of issue of PBG and directly forwarded to the Bank within 21 days from the date of receipt of Purchase Order (PO)/acceptance by the successful bidder. The PBG will have to be renewed / resubmitted with fresh validity, in case of extension of the contract. Previous PBG will be returned only when the renewed PBG is received by the Bank.</p>
13	Production / Implementation Site	<ol style="list-style-type: none"> 1. DC Belapur, Navi Mumbai 2. DRC, Hyderabad 3. UBGB, Kalambagh Chowk Muzaffarpur, Bihar 4. UBKGB, Cooch Behar, West Bengal
14	Liquidated damages	<p>Liquidated damages will be a sum equivalent to 1 % per week for the order value / Contract Price subject to maximum of 10 % of the Contract Price.</p>
15	Support details of Online Portal facilitator	<p>M/s e-Procurement Technologies Limited Technical Support Team 9081000427/ 9904406300/ 9510812960 / 9510812971 / 9374519729</p>

1. This tender document is the property of Bank & is non-transferable.
2. This bid document has **239** pages.
3. If a holiday is declared on the dates mentioned above, the bids shall be received / opened on the next working day at the same time specified above and at the same venue unless communicated otherwise.
4. MSEs (Micro and Small Enterprise) are exempted from paying the Bid fee and Earnest Money deposit (EMD) amount for which the concerned enterprise needs to provide necessary documentary evidence. For MSEs, Government of India provisions shall be considered while evaluating the tender. However, exemption is only for Tender document fees & EMD. If such a



bidder is successful, then Security Deposit in the form of Performance Bank Guarantee (PBG) as per the RFP document shall be submitted.

5. No queries will be entertained after the date and time mentioned in this schedule.

➤ **Pre-Bid Meeting**

- All queries / requests for clarification from Bidders must reach Bank by e-mail or in-person before 5.00 PM hours on 28-08-2024; queries/requests for clarification received post stipulated date and time would not be addressed by Bank.
- Bidder should request the clarification/queries from Bank in the format provided in “Annexure 27- Comments on Terms & Conditions” for Terms & Conditions related queries /clarifications and in “Annexure 15 – Pre-Bid Query” for technical or other non – Terms & Condition related queries / clarification. Clarification or queries, in any other format, will not be entertained.
- 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 through VC.
- Bidders, who have purchased the RFP document, will only be eligible to attend pre-bid meeting on a scheduled date.
- 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 (Exempt for Micro and Small Enterprises, upon submission of valid certificate copy).
- The pre bid Con call number or VC link will be shared only with the bidders who had remitted the document cost and submitted the proof of remittance for document cost.



SECTION 1

A (INTRODUCTION)

1. OVERVIEW

Central Bank of India, is established in 1911, was nationalized in the year 1969 and today is a leading public sector bank listed in BSE/NSE. At present, bank is sponsoring two RRBs, viz: Uttar Bihar Gramin Bank (UBGB) with 1042 branches/Offices in Bihar and Uttar Banga Kshetriya Gramin Bank (UBKGB) with 147 Offices/branches in West Bengal. (Branch Numbers are approximates). Central Bank of India, Uttar Bihar Gramin Bank, Uttar Banga Kshetriya Gramin Bank is herein after mentioned as “Bank”.

Central Bank of India is providing technical assistance and guidance to these RRBs by way of coordinating directly with the CBS System Integrator (SI), from 2010 onwards. CBS SI is having their own staff setup at our office with resources for maintaining the CBS software. Also, Central Bank of India has provided the Data Centre and DRC exclusively for these RRBs along with its own DC/DRC.

All branches of the sponsored RRBs have been brought under Core Banking Solution to render efficient customer service. Central Bank of India RRBs have been playing an increasingly active role in promoting the key thrust areas of agriculture, small scale industries as also medium and large industries. Bank has sponsorship in two Regional Rural Banks (RRBs) details of which are as follows:

1. Uttar Banga Kshetriya Gramin Bank, West Bengal
2. Uttar Bihar Gramin Bank, Bihar

Bank has implemented Finacle Core Banking Solution in all its branches from M/s Infosys as OEM and M/s Wipro Limited as the System Integrator. The RRBs collectively have 1194 branches and other offices.

The Data Center (DC) of the Bank and RRBs and the CBS Project Management Office of the Bank & RRBs is located at CBD Belapur, Navi Mumbai with Disaster Recovery Site (DRS) at Hyderabad.

2. OBJECTIVE

The Bank is seeking proposals for Supply, Installation & Implementation of Loan Life Cycle Management System for Retail, MSME, Agriculture Credit Monitoring and EWS with Loan Origination, Processing, Monitoring (Including EWS) and Recovery management capabilities (Here in after referred to as LMS for the purpose of simplicity) to automate loan processing system for entire credit portfolio.

This document constitutes the formal Request for Proposal (hereinafter referred to as “RFP”) for supply of LMS and is being availed through floating of RFP to all eligible vendors.

3. BIDDING IN CONSORTIUM / CONDITIONAL BIDS

- Bids received from a consortium of bidders will be summarily rejected. Bidding in consortium is not allowed for this procurement.
- 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. ELIGIBILITY CRITERIA

All eligibility requirements mentioned in Section 3 (Annexure-16) should be complied by the Bidders as applicable and relevant supporting documents should be submitted for the fulfilment of eligibility criteria failing which the Bids may be summarily rejected. Non-compliance of any of the criteria can entail rejection of the offer. Photocopies of relevant documents/certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria and as and when the Bank decides, originals/ certified copies should be shown for verification purpose. The Bank reserves the right to verify/evaluate the claims made by the Bidder independently which may also include site visits. Any deliberate mis-representation will entail rejection of the offer ab-initio.

5. SCOPE OF WORK

At present the Bank is manually processing Retail Loans and Agriculture loans. This RFP is intended to automate and integrate processing requirements of Retail, Agriculture, MSME, Credit Monitoring, EWS and NPA Management modules in order to improve TAT, Online account opening in Core Banking Software (Finacle), maintain proper control on flow of Loan applications, Deviation management, and other consequential benefits.

For Evaluation of RFP proposal, the Bidders are required to mark their response against each item and the responses will be used for Technical evaluation. The requirements are arranged under Retail, Agriculture, MSME, Credit Monitoring, EWS and NPA Management modules and the bidders will have to mark their responses against all the requirements. Bank will implement each module of LMS in various phases or simultaneously as per Bank's need. Hence bidders are required to quote separately for Retail, Agriculture, MSME, Credit Monitoring, EWS and NPA Management modules.

The vendor has to supply/provide: -

1.	Project Management Plan consisting of Current System Study, Gap Analysis, Requirement gathering, Preparation of Gap Analysis Document which is mutually agreed upon, Project implementation Schedule, Quality Assurance Plan, Requirements Management process, Change Management process, Release Management process, User Testing Plan, Documentation Management process, Progress Reporting and distribution process, Project Communication plan. All relevant documents are to be made available to the Bank.
2.	LMS Application and License: Bank requires perpetual Corporate License of the respective module fulfilling various requirements of Retail, Agriculture, MSME, Credit Monitoring, EWS and NPA Management modules. Bidders are required to quote their price for Corporate License only having no limitation based on No of the Users, No. of Branches, Nature and Type of Branches etc.
3.	Documentation–The Vendor has to provide Module-wise Technical, Functional and User manuals for proposed LMS and update the same from time to time during the contract period.
4.	Solution Architecture Overview, Logical & Physical Database Design, Master data set up, System Interfaces design, Development Tools, APIs, System configuration /setup parameters documentation, System Administration Manual.
5.	System Architecture Depicting Hardware/Software setup at Branch/cluster/central locations.
6.	Documentation for Rating grades mapping, Product types mapping
7.	Details of methodology for validation, parameters, data processing, formulas, algorithms, statistical models.
8.	Customization details along with full process flow.



9.	System Performance Benchmarks (response times, etc.)
10.	Any changes due to "Non Compliance" observed during UAT must be incorporated in base documents.
11.	Reference material shall be provided before Training and User Acceptance Testing.
12.	The Application software should have facility to integrated with Customer Sourcing channels such as Internet, Mobile (Android+iOS), Tablets, IVR (Interactive Voice Response) systems and other devices. Further the application should be accessible through other devices like Mobile, Tablets etc. for Loan processing/Approval by Bank's Officials on the move. The Vendor has to provide APIs for integrations without any limitation and ensure required integration with various External Systems.
13.	<p>Recommendations for Hardware for LMS, 3rd Party Software, Data Management Systems.</p> <ol style="list-style-type: none"> System architecture, hardware sizing 3rd Party Software which are to be used in conjunction with the proposed LMS. Bandwidth requirement, Directory Layout, Storage Size, Kernel Parameters, Database parameters etc.
14.	<p>Implementation & Customizations –</p> <ol style="list-style-type: none"> Installation & configuration of Hardware and various components, functionalities of LMS in Production, DR and UAT environment Customization in LMS as per the required functionality mentioned in RFP, Requirement Gathering study and gap analysis. Any changes required or suggested by Regulator, Bank's Internal Audit and compliance with Bank's policies. Support for UAT. Go Live. Hand-over as per the agreed project plan. Perform Stress Testing and Performance Tuning on LMS application and at Database. Project hand-over at the end of the agreed period as agreed with the Bank
15.	<p>Integration with External Systems: Each module of the LMS shall support integration with various External Systems for Enquiry, Straight through processing (STP) / upload functionality (optional). The External Systems are listed below:</p> <ol style="list-style-type: none"> Credit Reference Bureaus like CIBIL, CRIF Highmark, Experian Equifax. Reserve Bank of India SMS & Email Gateway Account Aggregator CERSAI (including registration through portal) UIDAI, Income Tax Department for PAN ECI for Voter ID verification Vaahan Portal for Driving License Verification Any other system as required by the Bank from time to time without any cost to Bank. Income Tax Website/GST Website/CFR (Central Fraud Registry) Portal for verification of IT Returns and for verification of turnover. System must be flexible enough to configure the external applications as per Bank requirement. Whenever a new integration or new modules are added to existing system, if vendor opts to go for a new software, then vendor has to provide the license of that new third party software to Bank & No additional cost will be paid by the Bank during the contract. Vendor has to intimate Bank in advance about the Software installed and proper installation document & sign off document has to be submitted to Bank. In case of any type of damage cost, bidder has to pay the penalty for the damages to both Bank & Third party vendors.
16.	Internal Integration



	<p>a. Finacle Core Banking System and further upgrades (integration with upgraded system should be offered without any additional cost to the Bank.</p> <p>b. FTM (Financial Transaction Management) Integration with CBS</p> <p>c. Data warehouse of the Bank</p> <p>d. Internal Applications like HRMS, Finacle, Two-Factor Authentication including Biometric.</p> <p>e. Integration with Active Directory i.e, Single Sign on & Two Factor Authentication.</p> <p>f. Integration with HRMS, CBS, Biometric etc.</p> <p>g. The incorporation of Bank Mail Server, SMS API in Parameterized form so that for any message format with required dynamic value, Bank can send reports or SMS as per the requirement of the modules for customers and Branches.</p> <p>h. The integration of application with CBS, & other API which should be able to integrate into the system as and when Bank requires it to be parameterized.</p> <p>The above internal integrations shall be made available without any additional cost to the Bank.</p>
17.	<p>Establishment of UAT Environment with Manual & Automated regressive testing tools</p> <p>a. UAT Environment has to be established in Bank Environment & Proper training for Bank Staff or Testing Team has to be given by Vendor for testing each and every module.</p> <p>b. Exhaustive list of testing scenarios for end to end testing for the module must be made available to the Bank.</p> <p>c. Automated tool which could be parameterized to do a regression testing on the list of testing scenarios has to be made available to Bank's testing team so that any changes made to module will be tested with all scenarios created earlier.</p> <p>d. A separate training Environment has to be made for Training the Bank Staff in the training centers of Bank.</p> <p>e. A Provision to replicate customer issues in real-time in the production environment has to be made to resolve unidentifiable issues that could not be replicated in UAT environment.</p>
18.	<p>The Software has to be deployed with proper Security features as per the standards & procedures, Bank's IS Policies and in line with prevailing Industrial Standards and to be approved/complied with Bank's IT Security policy/Cyber Security policy and as per requirements of Bank's CISO.</p>
19.	<p>Training: The training includes Technical Administration, Functional and UAT training to Bank's designated personnel. Functional Administrator will take over the responsibility to train other Branch users. All the training has to be imparted at Training Centers of the Bank located at Muzaffarpur and elsewhere.</p> <ul style="list-style-type: none"> ▪ Functional Administration Users- 1 Batch (40 users) ▪ Technical Users - 1 Batch (15-20 users) ▪ Branch Users - 4 Batches (40 users per batch)
20.	<p>Support: Various types of Support required include:</p> <ul style="list-style-type: none"> ▪ Installation and Support for setting up Production, Disaster Recovery, Development and Test Environments ▪ Post- implementation on-site support during contract period ▪ The Vendor shall provide technical and functional support for the proposed LMS and shall have overall responsibility of the performance, functionality and operation of the LMS system as part of Warranty and Annual Technical Support ▪ Annual Technical/Maintenance Support: The Contract shall include the terms for Technical or Maintenance Support along with SLA (Service Level Agreement) as per Bank's conditions. It shall also include: <ul style="list-style-type: none"> a. Defects fixes: Bidder shall maintain the source code and provide bug fixes for the defects/bugs noticed in the application without any additional cost.



	<ul style="list-style-type: none">b. Application support/Helpdesk support (User support on functional and technical aspect).c. Generation of Regulatory and other various MIS reports through in built or integrated Reporting Tool.d. Changes/enhancements in Software application/Reporting requirements to be implemented from time to time to meet the changes in the regulatory /statutory/ Business requirements.e. Application Software Version Upgrades.
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General Terms: It may be noted that the application software to be supplied to the Bank should be Platform independent with respect to OS, database, third party tools etc. As Bank is already having ORACLE EULA license, hence it is preferable to utilize the Bank's available licenses (only provide no. of cores/licenses proposed with proper justification). The bidder needs to submit self-declaration that the proposed LMS solution will be deployed with Oracle as database, to the satisfaction of the Bank. The Bank reserves the right to purchase all or any 3rd party software. Vendor should undertake/participate in the DR Drills at quarterly intervals or frequencies decided by the Bank. The application software shall support multilingual capabilities especially Hindi with no additional cost to the Bank.

The Proposal shall include scope for ensuring the software is thoroughly tested for quality and consistency, before commissioning. All procedures and processes in the life cycle of the Project shall be in accordance with the Bank's project management guidelines. On-site support shall be provided by technical experts conversant with functionality of proposed LMS. The on-site support should extend services like helpdesk, data backup, user management, database management/maintenance, updating of data, maintaining integrity of data, loading application upgrades, technical support for adhoc queries, archival of data, etc.

Integration with other Channels/ Devices: The Application software should have capability of being integrated with other Customer Sourcing channels like Internet, Mobile (Android+iOS), Tablets and other devices. Further the application should be accessible through other devices like Mobile, internet etc. for Loan processing/ Approval by Bank's Officials on the move.

Integration with Bank's Core Banking Solution: As per General Requirement, proposed Software is to be integrated with Core Banking Solution i.e. Finacle for fetching Customer and other Data required for processing, complete online account Opening and other referral work. The proposed software should have capability to be integrated with all the versions of Finacle. No additional charge will be payable by the Bank for migrating or upgraded versions of Finacle.

Middleware and Other Third Party Software: The Proposed Solution should have the capability to be integrated with various Middle ware and Third party Software products as will be decided by the Bank after finalization of LMS Software.

Infrastructure and Software Requirements: The vendor is required to Quote for

- a) Application Software,
- b) Hardware (along with Configuration),
- c) Third party Software, Middleware (Version, Licensing etc.)
- d) Document Management System and AMC (after Warranty) separately.

After selection of the vendor, Bank reserves the right to procure Hardware, third party Software, Middleware and Document Management System through the vendor or to conduct another Procurement process in which the shortlisted vendor may participate as per eligibility norms decided by the Bank for the said purpose.



The bidder must propose for the optimal size of the Hardware, Operating System, Database, Middleware etc. keeping in view the current average and peak volume of transactions and extrapolate the same for the project period/contract period. The Bidder has to upgrade servers / storage at no extra cost to the Bank, in case the offered Hardware configuration does not meet the requirements, during the contract period. User growth will be in relation to the number of transactions. The bidder shall also indemnify Bank against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods, software(s), hardware(s) or any part thereof in India and abroad.

6. SERVICE LEVEL EXPECTATIONS AND PENALTY/ INSURANCE

Execution of Contract, SLA & NDA

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

The vendor undertakes and guarantees a system Up-Time of 99.8% during the period of warranty and AMC. The vendor is liable for a penalty of Rs. 5,000/- (Rupees Five thousand only) per day when system availability falls below the expected availability of 99.8%, subject to a maximum of 1% of the above said purchase order value per month. This is further subjected to a maximum of 10% of the contract value, apart from replacement of the respective software at vendor’s own cost for ensuring system availability. Such penalty shall be adjusted as maintenance credit against the AMC payable by the Bank to the vendor.

The system should be capable for keeping online data and should provide purging & archival of data during the contract period. The response time at server end should be always less than 3 seconds. During the agreement period, if at any stage, it is found that the solution provided by the bidder is not able to give the requisite performance as per the sizing parameters (i.e. up time above 99.8% and response time < 3 seconds) the bidder shall have to provide additional hardware, software without any additional cost to the Bank. The hardware proposed for the solution as part of this RFP should not exceed 70% of CPU(s), Memory(s), Hard Disk(s) utilization levels at any given point in time during the contract Period.

The monthly UP Time of DC and DR Backhaul links should be 99.8% for each link at each location. The percentage uptime is calculated on monthly basis as follows:

$$\frac{(\text{Total contracted hours in a month} - \text{downtime hours within contracted hours})}{\text{Total contracted hours in a month}} * 100$$

Project Management

The vendor is required to propose a project team including Project Manager. This team should have experience of a similar system implementation. From the Bank’s side, Project Management Office will be established at Central Bank of India, Opposite Belapur Railway station, Navi Mumbai. However, Primary Site hardware(s) will be installed at CBD Belapur, Navi Mumbai and DR set up will be established at Hyderabad.

Disaster Recovery Setup

Successful bidder is required to establish the Disaster Recovery (DR) setup for the proposed solution. DR set up will be mirror image of the Primary setup. The Data replication should happen from Primary site to



DR site after every 30 minutes (or less) to keep them in sync.

Recovery Time Objective (RTO) – 4 hours

Recovery Point Objective (RPO) - 30 Minutes

In case of a disaster at DC or DR drill, DRC would be the primary site and then, infrastructure at DRC shall be considered as Critical and penalty shall be computed accordingly.

Service level expectations are to be maintained during i) Implementation Phase as well as ii) Post Implementation Phase (Warranty and AMC). A service level agreement will be executed with the successful bidder.

6.1 Service during Implementation Phase:

The vendor has to prepare and submit a Project Management Plan after Requirement Gathering and accordingly has to adhere to the time table as per Project Management Plan. Any unsatisfactory delay beyond one week will attract penalty to be imposed by the Bank on the Vendor. For any delay in delivery, installation and commissioning beyond the specified period, a penalty @ of 1% of the purchase order value per week or part thereof will be levied, subject to maximum of 10% of invoice/contract value. In case the delay in delivery exceeds more than 5 weeks, The Bank reserves the right to cancel the order and no payment will be made to the vendor.

The Bidder will be required to get the Acceptance Certificate in original duly signed & stamped by the Bank Officials for having supplied, installed and commissioned the aforesaid software at Uttar Bihar Gramin Bank and Uttar Banga Kshetriya Gramin Bank to its satisfaction. Payments will be released on submission of duly signed installation Reports and other supporting documents required by Bank from the concerned dealing group.

6.2 Service during Post Implementation Phase:

A) The Bidder will offer warranty for the software against defects arising out of faulty design, bugs, unexpected result, slow performance etc. for a period of One (1) year from the Date of Acceptance of the software and no payment will be made to the vendor for this. Necessary changes in the software be made by the Bidder at his own cost, including the cost of transport if any. The Bidder shall provide all normal tool- kits and test equipment's needed for maintenance of the software to the engineer.

B) Facility Management/Services -

Facility Management should be comprehensive for both hardware and software support. The onsite support should be available at our DC location and shall parallel support DR location also. In case of any resolution requirements at DR site, the FM shall visit DR site with no additional cost to the bank. The FM services shall be available on all working days during the business hours i.e. 8 am to 8 pm. However, the FM onsite support shall be made available even on Sundays/holidays in case of business exigencies/DR drills or on Bank's demand as per the requirement of the Bank.

C) During the AMC period -

The following service levels are expected to be maintained by the Vendor/Bidder failing which the



penalties will be charged by the Bank and payments will be made after adjusting the penalties for not meeting the service levels. **Penalty amount will be mutually agreed between Vendor/Bidder & the Bank and it should not be higher than 10% of the contract value.**

Breach of Service levels consistently on part of the Vendor/Bidder may lead to invocation of Clause for “Termination for Default”.

The Bank will classify all errors in to three categories:

(I) **Critical errors** defined as the Errors that require/cause the Bank to shut down the production server or stop

all services through the server and the application working is stopped immediately.

(II) **Medium Level Errors** defined as those errors that are not the Critical Errors as defined above but cause great inconvenience or operational difficulties to the Bank

(III) **Low Level Errors** defined as those other errors that are not the Critical errors or the Medium Level Errors as defined above

The Successful bidder undertakes and guarantees that all the “**Critical Errors**” will be resolved in the production environment within two hours of the Bank intimating the same through writing, telephone, mail or fax. In case the Critical Errors are not resolved within the stipulated time as above, there shall be a **penalty of Rs. 5,000/- (Rupees Five thousand only) per hour exceeding above said 2 hours** resolution time apart from replacement of the respective hardware/software at successful bidder’s own cost for solving the errors. **In case the error is not resolved within 4 hours from the time of reporting of the error by the Bank, the successful bidder shall be liable to pay a penalty of 0.25% of the total value of the above said purchase order.**

The Successful bidder undertakes and guarantees that all the “**Medium Level Errors**” will be resolved in the production environment **within one day** of the Bank intimating the same through writing, telephone, mail or fax. In case the Medium Level Errors are not resolved within the stipulated time as above, there will be a penalty of **Rs. 25,000/- (Rupees Twenty-Five thousand only) per day** exceeding the above said one day resolution time apart from replacement of the respective hardware/software at the successful bidder’s own cost for solving such errors. **In case the error is not resolved within 4 days from the time of reporting of the error by the Bank, the successful bidder shall be liable to pay a penalty of 0.25% of the total value of the above said purchase order.**

The successful bidder undertakes and guarantees that all the “**Low Level Errors**” will be resolved in the production environment within seven days of the Bank intimating the same through writing, telephone, mail or fax. In case the Low Level Errors are not resolved within the stipulated time as above, there shall be a penalty of **Rs.1000/- (Rupees One thousand only) per day** exceeding the above said seven days' resolution time apart from replacement of the respective hardware/software at the successful bidder’s own cost for solving such errors. **In case the error is not resolved within 10 days from the time of reporting of the error by the Bank, the successful bidder shall be liable to pay a penalty of 0.25% of the total value of the above said purchase order.**

D) Guarantees on System Up-Time



The combined Up-Time of the hardware and software provided by the successful bidder relating to the LMS software solution should provide continuous and guaranteed level of service and functionality as defined in this document (except the down-time due to the Bank's network or UPS failure). The successful bidder undertakes and guarantees a system Up-Time of 99.8% during the period of warranty and AMC with the Bank is in force.

The successful bidder is liable for a penalty of Rs. 5,000/- (Rupees Five thousand only) per day when system availability falls below the expected availability of 99.8%, subject to a maximum of 1% of the above said purchase order value per month, apart from replacement of the respective hardware/software at successful bidder's own cost for ensuring system availability subject to maximum of 10% of the contract value.

The Bank shall enter into agreement with vendor for the procurement of the LMS software. The agreement will be signed in Muzaffarpur and stamped as per Bihar state stamp duty prevailing at the time of execution of the agreement and stamp duty has to be paid by the vendor.

E) LICENSE

The Bidder has to provide necessary concurrent perpetual user licenses for LMS software which will be used for both Primary Site & DR Site. Accordingly, all necessary licenses for the OS, and environmental software including RDBMS has to be provided by the successful bidder for both Primary & DR Site. The bidder has to quote for all software license requirements for DR implementation in their commercial Bid. Specification for OS and Hardware required at DR has also to be mentioned in the technical bid. The Bidder will furnish all the software licenses in the light of Bank's requirement for unlimited period and usages for implementation of the solution. The application will be accessed from all the branches/offices of the Bank.

7. DELIVERY: PERIOD AND LOCATION

The Delivery shall be done at the specified locations (Belapur, Navi Mumbai & DRC Hyderabad) **within 5 Weeks from the placement of order**. Delivery of the equipment shall be made by the successful Bidder in accordance with the system approved/ordered. The details of the documents to be furnished by the successful Bidder are specified here under: -

- Copies of Delivery Challans
- Copies of packing list identifying contents of each package
- The delivery & Installation schedule specified above shall be strictly adhered to. Time is the essence of this Contract.

The delivery of IT equipment's at location will be done on obtaining prior permission from dealing group. If, equipment's are delivered at location without obtaining permission from dealing group then bank will not be responsible for any further consequences. The bidders should submit a list of support center addresses, contact person & the resolutions/response/Escalation matrix for these locations.

8. INSTALLATION & REPORTS

The installation report would be signed after completion of delivery of all the materials, power-on, installation, against purchase order. The installation (power-on, installation, licenses activation (if any) & material verification against purchase order/delivery challan) **to be completed within 2 weeks from the date of delivery**.



The successful Bidder should take care to include the following points in the installation reports.

- Date of installation should be mentioned in the installation reports.
- Reason for delay for installation of LMS.

If the delay in installation from vendor side–It should be mentioned as “Delay from Vendor side”.

If the delay for installation from Bank side–The successful Bidder needs to attach the email/ signed statement on the installation report from the **authorized official of the bank concerned** clearly mentioning that “The delay is from Bank side due to “(give reason)”.

9. WARRANTY & AMC/ATS

The software will be under warranty for a period of **one year** from the date of **Go live** during which the successful Bidder will be required to resolve all the issues free of cost.

Hardware will be under Warranty for three years from the date of installation and post Warranty the successful Bidder has to provide AMC for two years without additional cost.

Post Warranty, the successful Bidder has to provide uninterrupted AMC for the project period. As the Go live date for various modules may be different dates, the successful Bidder shall have arrangements to provide for AMC/ATS support for both hardware and software (s) till the **end of the project period i.e Last Module Go live date + 5 years**. The AMC/ATS charges for the broken period shall be payable on pro rata on the basis of last year’s AMC charges of respective module/hardware.

The Successful Bidder has to enter into an AMC contract with the Bank as per Terms and conditions of the Bank for smooth operation of the software/hardware and the Successful Bidder will be required to provide Service and support of highest order for achieving this objective.

Repairs and Maintenance

During the terms of this agreement the successful bidder agrees to maintain the Hardware, OS, Data Base, Application Software, Interfaces and other 3rd party utilities supplied with the proposed solution. The bidder must ensure that the hardware or software supplied by them should not become end of life/support (EOL or EOS) before the completion of the whole project period.

The Bidder must ensure that hardware equipment or software supplied should not reach ‘End-of- Sale’ for next two years and ‘End-of-Support’/ ‘End-of-Life’ as mandated by the respective OEM within Seven years from date of Purchase Order.

Insurance

The Hardware to be supplied will be insured by the successful bidder against all risks of loss or damage from the date of shipment till such time it is installed at the Bank’s site. Certificates of the “Comprehensive Insurance Cover” will be submitted to the Bank for verification/examination and record.

Guarantees on Software and Hardware

The successful bidder shall guarantee that the Hardware Systems delivered to the Bank are brand new, including all components. The successful bidder shall guarantee that the software / hardware / RDBMS / Other related suits supplied to the Bank are licensed, legally obtained and will not require any further licensing costs, other costs or any other software/hardware purchase to meet the above mentioned guarantees.



10. IMPLEMENTATION SCHEDULE

The maximum project implementation period is stipulated for 12 months, as shown below -

Sr. No.	Milestones	Period
1	Gap Study/Analysis of each product module and discussion with user departments for delivery and installation of base software in UAT Environment (For initiating SRS discussion).	1 month
2	For each business vertical, separate SRS (Software Requirement Specification) to be prepared (Modular).	2 months
3	Customization of software as per SRS at successful Bidder's place/ bank's site for Retail Module	5 months (Parallel)
	Customization of software as per SRS at successful Bidder's place/ bank's site for AGRI Module	
	Customization of software as per SRS at successful Bidder's place/ bank's site for MSME Module	
	Customization of software as per SRS at successful Bidder's place/ bank's site for Credit Monitoring Module	
	Customization of software as per SRS at successful Bidder's place/ bank's site for EWS Module	
4	Building of Interfaces between LOS and Internal systems such as Core Banking, MIS, Data Warehouses	2 months (Parallel)
	Building of Interfaces between LOS and External agencies where Bank will provide APIs such as Credit Bureau Agencies, Risk rating agencies etc.	
6	Building of Interfaces between LOS and Fintech companies/Data Aggregators as per scope	
7	User Acceptance Testing by Bank's team for all modules (Retail/Agri/MSME/Credit Monitoring / EWS /NPA Management)	1.5 months
8	Installation of LOS with all modules and Integrations at DC and DR	1 Week
9	Training of staff at Bank's Training Centers (Muzaffarpur) – 3 batches of 30 staff each	1 Week
	TOTAL	12 months

However, since implementation of modules will happen in different stages, it is expected that for some modules, the implementation period will be lesser than this maximum stipulated implementation time period.

The bidder must strictly adhere to the implementation schedule, as specified in the contract, executed between the Parties for performance of the obligations, arising out of the purchase contract and any delay



in completion of the obligations by the bidder will enable Bank to resort to any or all of the following provided that the bidder is first given a 30 days' cure period to remedy the breach/ delay:

- I. Termination of the purchase agreement fully or partly and claim liquidated damages.
- II. Forfeiting of Security Deposit/Performance Bank Guarantee
- III. 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.

B (RFP BIDDING DOCUMENTS)

11. COST OF BIDDING

The cost of RFP/ Bid document is Rs.20,000/- (Rupees Twenty Thousand only) plus applicable taxes/GST etc. ("Cost"). The prospective Bidder is required to submit the cost at the time of purchasing the RFP/Bid Document.

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

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".

Bids received without the Cost shall be summarily rejected. The Cost is non-refundable. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process

12. DOCUMENTS CONSTITUTING THE RFP (REQUEST FOR PROPOSAL)

This RFP document provides overview of the requirements, bidding procedures and contract terms. It includes-

- Invitation to Bid, Disclaimers, Instructions for Bidders (Section-1),
- Terms & Conditions of Contract (Section-2) and
- Various annexures (Section-3). The bidder must conduct its own investigation and analysis regarding any information contained in this RFP document, its meaning and impact of that information.

The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP and study the Bid Document carefully. Bid shall be deemed to have been submitted after careful study and examination of this RFP with full understanding of its implications. Each Bidder should, at its own costs without any right to claim reimbursement, conduct its own investigations, analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever felt necessary obtain independent advice. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in each and every respect shall be at the Bidder's own risk and may result in rejection of the Bid and for which the Bank shall



not be held responsible. Any decision taken by Uttar Bihar Gamin Bank as to completeness of the Bid and/or rejection of any/ all Bid(s) shall be final, conclusive and binding upon the Bidder(s) and shall not be question/challenged by the Bidder(s).

13. CLARIFICATION IN BID DOCUMENT

Any prospective Bidder requiring clarification of the Bid Document may notify Bank in format indicated at Annexure 15. Bank will respond to any request for clarification of the Bid Document received not later than the dates prescribed in schedule of events. Bank's response (including an explanation of the query but without identifying the source of inquiry) will be posted on Bank's website or/and through an email. It may be noted that notice regarding corrigenda, addenda, amendments, time-extensions, clarifications, response to bidders' queries etc., if any to RFP, will not be published through any advertisement in newspapers or any other media. Prospective bidders shall have to regularly visit Bank's website to get updated on any changes/development in relation to this 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.

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 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 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 Head 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.

14. LANGUAGE OF RFP

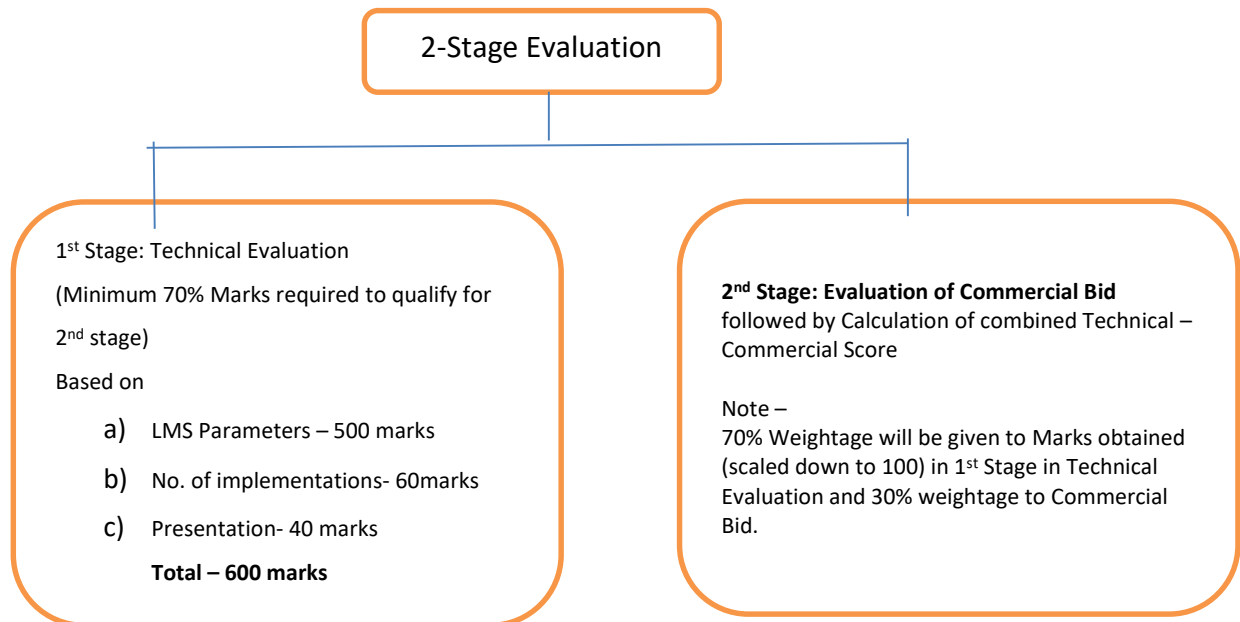
The RFP responses (Bid) prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and Bank and supporting documents and printed literature shall be in English.

15. BID EVALUATION CRITERIA

To meet Bank's requirements, as spelt out in this Bid Document, the selected Bidder must have the requisite experience and expertise in providing services in the field of information and communication technology, the technical know-how, and the financial ability that would be required to successfully set-up the required infrastructure and provide the services sought by Bank. The Bidder shall submit their offers strictly in accordance with the terms and conditions of the Bid Document. Any Bid, which stipulates conditions contrary to the terms and conditions given in the Bid Document, is liable for rejection. Any decision of Uttar Bihar Gramin Bank in this regard shall be final, conclusive and binding on the Successful Bidder. The Commercial Bid will be opened only for those Bidders whose Technical Bid is cleared and accepted. Bank reserves the right to modify/amend the evaluation process at any time during the Bid process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change. At any time during the process of Bid evaluation, Bank may seek specific clarifications from any or all Bidders.

SELECTION AND EVALUATION PROCESS

- a) Evaluation/Selection process will be done with the combination of Technical competence and Commercial aspects. The two-stage Evaluation process is as under –





- b) In the 1st stage, only the “Technical Bids” will be opened and evaluated. Bank will prepare a list of bidders/vendors based on evaluation by a designated Committee of the Bank. The short-listing will be based on various parameters as per the terms of the tender documents, responses, referrals, presentations, technology, past experience etc.

It is based on –

- i) LMS Parameters – 500 marks (max)
- ii) No. of Implementations – 60 marks (max)
- iii) Presentation – 40 marks (max)

Parameter wise marks breakup (including implementation requirements / technical specification) have been listed out in the tender document. Total Marks listed for each module will be calculated and normalized to above. The marks obtained will also be reset in the same ratio for the purpose of evaluation

- c) Commercial proposal shall be opened only for those shortlisted bidders who have qualified by securing a minimum cut-off score of 70% marks in the Technical proposal evaluation.
- d) For Final Techno-commercial evaluation, 70% weightage will be given to marks obtained in 1st stage in Technical Evaluation (scaled down to 100) and 30% weightage to Commercial Bid.

Stage-1 : Evaluation of Technical Bid

The total marks in evaluation of Technical bid is 600 marks; its break-up is shown below –

Sr. No.	Parameters	Weightage of Marks
A)	LMS PARAMETERS	500
1	Loan Origination	100
2	Collection/ Repayments Management	50
3	Credit Monitoring (including EWS)	100
4	NPA Management	50
5	Audit Trail	50
6	MIS & Analytics based Services	50
7	Technical Specifications	100
B)	NUMBER OF IMPLEMENTATIONS	60
	Upto 1 implementation in any bank - 20 marks	
	Above 1 to 3 implementations in different bank/s - 40 marks	
	Above 3 implementations in different bank/s - 60 marks	
	For the evaluation purposes, implementation means any two modules implemented (in a single institution) in Scheduled Commercial Bank, RRBs, FI, NBFC. Here, Modules means 6 Modules namely Retail, AGRI, MSME, Credit Monitoring, EWS and NPA Management .	
C)	PRESENTATION/ DEMONSTRATION OF PRODUCT MODULES	40
	TOTAL (A+B+C)	600



- A) **LMS PARAMETERS** -% of Marks obtained on the basis of responses with respect to Functional and Technical Specifications (Annexure-13).
- B) **NUMBER OF IMPLEMENTATIONS** - Marks based on Number of implementations of modules in different banks
- C) **PRESENTATION/ DEMONSTRATION OF PRODUCT MODULES** – Marks based on Presentation/Demonstration of product modules

A) LMS PARAMETERS

The Bidders will be evaluated on the basis of Marks obtained in Various Parameters under Technical and Functional Specifications (Annexure-13); the weightage of each parameter is taken as shown below –

Weightage Categorized Under	Weightage Given	Sr. No.	LMS PARAMETERS (Annexure-13)
LOAN ORIGATION	100	1	Loan Origination
COLLECTIONS/REPAYMENT MANAGEMENT	50	2	Collections/Repayment Management
CREDIT MONITORING	100	3	Credit Monitoring/ Delinquency Management
		4	EWS
NPA MANAGEMENT	50	5	Rehabilitation and Restructuring
		6	NPA Management
AUDIT TRAIL	50	7	Audit Trail
TECHNICAL SPECIFICATIONS & INTERFACES	100	8	Interfaces with CBS and Bank's Data Warehouse
		9	Interfaces with Fintech companies
		10	DMS
		11	Channels - Mobile/Tab/Web Portal
		12	Technical Specifications
MIS, ANALYTICS BASED SERVICES & SPECIFIC FEATURES	50	13	MIS Support & Analytics based services
		14	Specific Features
		-	Product-Specific Features
		-	Workflow-specific Features
		15	Others
TOTAL	500		

B) NUMBER OF IMPLEMENTATIONS

For the evaluation purpose, implementation means any two modules implemented (in a single institution) in Scheduled Commercial Banks, FI, NBFC. Here, Modules include 6 Modules namely **Retail, AGRI, MSME, Credit Monitoring, NPA Management** and EWS.



The scoring will be done on the basis of number of implementations already executed by the Bidder.

Example –

Sr. No.	Bidder / OEM	Retail	AGRI	MSME	Credit Monitoring	EWS	NPA Management	For our Evaluation (Number of Implementations that will be considered)
1	X							THREE Implementations
	Bank A	Yes	Yes	-	Yes	-	-	
	NBFC	Yes	Yes	-	-	-	-	
	FI	-	Yes	-	Yes	-	Yes	
2	Y							ONE Implementation
	Bank A	Yes	Yes	-	-	-	Yes	
	NBFC	Yes	-	-	-	-	-	
3	Z							THREE Implementations
	Bank A	Yes	-	-	-	-	-	
	Bank B	Yes	-	-	Yes	Yes	-	
	NBFC	Yes	-	Yes	-	-	Yes	
	FI	-	Yes	Yes	-	-	-	

In the above example, Bidder X will get 40 marks, Bidder Y will get 20 marks and Z will get 40 marks.

C) PRESENTATION/ DEMONSTRATION OF PRODUCT MODULES

The presentation of the bidder/vendor should broadly include, but not restricted to, the areas as specified as follows –

A) Profile of the company	B) Prior Assignments related to LMS similar to Bank's scope of work completed in other PSBs, Private Banks and FIs	C) Demonstration of Product Modules / Workflow-related Solutions/Proposed implementation Plan
<ul style="list-style-type: none"> - Brief History - Vision and Mission Statement - Latest Business Figures - Areas of Expertise 	<ul style="list-style-type: none"> - Nature and Scope of work of such assignments - Timely and satisfactory completion of such assignments - Impact of results on the concerned organization (business/profit/key ratios etc.) - Industry-wide benchmarks established through these assignments 	<ul style="list-style-type: none"> - Proposed solutions which are feasible in the Bank's context - Key deliverables and outcomes - Full time and technically suitable resources to be deployed for the assignment - Execution approach and strategies for timely implementation of the changes



The presentation should cover all the aspects of the technical bid evaluation criteria given above. The vendor must also ensure that the details sought in the RFP are aptly covered. The vendor may share any other information or highlight their key achievements related to the scope of work. The employee on the role of the respective bidder firm should make presentation and no hiring of outsider for presentation will be allowed.

Stage-2 : Evaluation of Commercial Bid & Combined Technical-Commercial Evaluation

Based on the Technical Evaluation criteria, each bidder will be given certain marks. Only those bidders scoring 70% or above in the technical evaluation will be shortlisted for commercial evaluation. For the purpose of commercial evaluation and final short listing, L1 will be decided on the overall amount quoted in the commercial bid. In respect of all the qualified bidders, in whose case, the commercial bid has been opened, a combined techno- commercial evaluation will be done by the Bank as per the following procedure:

- 1) **Technical score** will be arrived at treating the **marks of the bidder scoring the highest marks (A) in Technical evaluation (scaled down to 100)**. Technical score for other bidders (B, C etc.) will be computed using the formula = **Marks of B/Marks of highest scorer A * 100**.
- 2) **Commercial score** of all technically qualified bidders will be arrived at taking the cost quoted by L1 bidder i.e. the lowest quote from all technically qualified bidders (say C) as 100. Marks for other bidders will be calculated using the formula **Combined Score = Cost of L1 bidder / Cost quoted by bidder * 100**.
- 3) A “Combined Score” will be arrived at, taking into account both marks scored through technical bid evaluation and the commercial quotes with a **weightage of 70% for Technical and 30% for Commercial** as detailed below.

Then combined score is arrived at by adding Technical Score and Commercial Score. The successful bidder will be the one who has the highest Combined Score (H1).

Formula for calculating the Combined Score of technically qualified bidder is as follows. $H = (T/T\text{-High} \times 70) + (C\text{-Low}/C \times 30)$

Whereas: H= Combined Score T= Technical Score

T-High = Highest Technical Score among the

bidders C= Commercial Quote

C-Low = Lowest commercial quote of C among the bidders

Example:

S. No	Bidder	Technical Evaluation Marks - Scaled down to 100 (T)	Commercial Bid Price in INR (C)	Technical Score	Commercial Score	Combined Score (out of 100)
1	A	95	65	$95/95 \times 70 = 70.0$	$60/65 \times 30 = 27.7$	$70.0 + 27.7 = 97.7$ (H-1)
2	B	85	71	$85/95 \times 70 = 62.6$	$60/71 \times 30 = 25.4$	$62.6 + 25.4 = 88.0$ (H-3)
3	C	80	60	$80/95 \times 70 = 58.9$	$60/60 \times 30 = 30$	$58.9 + 30 = 88.9$ (H-2)

In the above example, Bidder A with highest score (H-1) becomes the **Top Bidder** and further top bidders will

be called for reverse auction. The number of top bidders to be called for reverse auction will be notified in due course.



16. POST QUALIFICATION

- Bank will determine to its satisfaction whether the Bidder selected (as having submitted the best- evaluated responsive Bid) is qualified to satisfactorily perform the Contract. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.
- This determination will take into account the Bidder's financial, technical, implementation and post-implementation capabilities and track record. It will be based upon an examination of the documentary evidence submitted by the Bidder.
- An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bid, in which event; Bank will proceed to the next best- evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.
- Bank reserves the right to accept/reject any bid and/or to annul the Bid process at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

17. GENERAL INSTRUCTIONS

- Before bidding, the Bidders are requested to carefully examine the Bid Documents and the terms and conditions of the contract thereof, and if there appears to be any ambiguity, gap(s) and/or discrepancy between any of the Bid Documents they should forth with refer the matter to Bank for necessary clarifications and / or confirmation.
- The Bidder shall complete in all respects, form(s) annexed to the Bid Documents, quote the prices, furnish the information called for there in, and sign and date each of the documents in the relevant space provided therein for the purpose. The Bidder shall sign on each page of the Bid Document.
- The bid shall be properly signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by the duly authorized officers and supported by requisite internal corporate authorizations.
- The bid shall contain the full name, address, telephone no. (mobile no and landline), fax no and E-mail ID, if any, of Bidder for facilitating communications including notices to be given to the Bidder in connection with the bid transaction.
- The Bid forms and the Documents attached to it shall not be detached or removed one from the other and no alteration(s) or mutilation (s) (other than filling in all the blank spaces) shall be made in any of the Bid Documents attached there to.
- Any alterations or changes to the entries in the attached documents shall be made by a separate covering letter, in the absence of which it shall be rejected. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.



- The Bidder shall bear all costs for the preparation and submission of the Bid Documents. Bank shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process. The Bid Security as specified should be paid along with the Bid Document during submission. Bids without the Bid Security shall be rejected.
- The Bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and strictly confidential.
- Bank reserves the right to adjust arithmetical or other errors in the bid, in the manner in which Bank considers appropriate or deem fit. Any adjustments so made by Bank shall be stated to the Bidder, if Bank makes an offer to accept his bid. The final decision as to any error manifest or otherwise shall be at the sole discretion of Bank and shall be final, conclusive and binding on the Bidder.
- The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and Bank and supporting documents and printed literature shall be in English.
- The Bidder shall submit their offers strictly in accordance with the terms and conditions of the Bid Documents. Any Bid, which stipulates conditions contrary to the terms and conditions given in the Bid Documents, shall be rejected. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.
- The Bidder cannot quote for the project in part.
- Each bid shall be properly super scribed as “Technical Bid or Indicative/Estimated Financial Bid” as the case may be and submitted simultaneously in sealed envelopes at the mentioned address.
- Bank is not bound to accept the lowest or any bid and has the right to reject any bid without assigning any reason whatsoever. Bank also reserves the right to re-issue/re-commence the bid/bid process. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.
- 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.
- **The Technical Bid shall contain no Financial/Commercial details.** However, a blank copy Commercial Bid Format should be enclosed with the corresponding Technical Bid with the price column of the Commercial Bid Format blanked out. A tick mark shall be provided against each item of the Commercial Bid Format to indicate that there is a quote against this item in the Commercial Bid. Offers with Technical Bid containing prices shall be rejected outright. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.
- The Bidder is expected to examine and follow all instructions, forms, terms & conditions, and scope of work in the Bid Document. Failure to furnish complete information in all respects required by the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid by Bank. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.
- If the identified installation site (Servers) is not ready for installation/ cancelled, and the items are not dispatched, the selected bidder at the request of the Bank has to install Loan Management System (LMS) at



an alternate site identified by the Bank, at no extra cost to the bank. The delivery and installation schedule will be counted from the date of intimation of alternate site address.

- The Bidder shall prepare the bid based on details provided in the Bid documents. It must be clearly understood that the quantities, specifications and drawings are intended to give the Bidder an idea about the order, type, scale and magnitude of the work and are not in any way exhaustive and guaranteed by Bank.
- Bank reserves the sole right to itself for including any addendum to this entire bid process. The Bidders shall not claim as a right for requiring Bank to do the aforesaid.
- Please note that if any single envelope is found to contain both Technical and Commercial Bid together, then that offer will be rejected outright.
- 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.

Miscellaneous Terms:

➤ **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.

➤ **Implementation Plan of New Application (Installation -> Go-Live)**

1. Support for Installation or Upgradation of software & Security Certificate as per the Bank Requirement.
2. Vendor has to install the software as per bank requirement during the contract period.

➤ **BCP(Business Continuity Planning) requirement Compliance for the Module (DC DR Sync, Backup, restoration).**

1. Disaster Recovery Setup



Vendor is required to establish the Disaster Recovery (DR) set up for the proposed solution at Hyderabad. DR set up will be mirror image of the Primary setup. The Data replication should happen from Primary site to DR site after every 30 minutes (or less) to keep them in sync.

Recovery Time Objective (RTO) – 4 Hours

Recovery Point Objective (RPO) - 30 Minutes

2. Vendor is also required to conduct at least one DR drill in a quarter as per Bank requirement & on request.
3. Data Backup & restoration of Data as per Bank Policy at least one testing per quarter

➤ **Maintenance of Hardware, Software, Operating System.**

1. Preventive Maintenance, Faulty Part replacement for Hardware

- a. The tagging, preventive maintenance of Hardware as per audit requirement.
- b. Support for hardware for 24*7, Skill support onsite as well as remote.
- c. Preventive maintenance of hardware at least once in a month and corrective maintenance of servers as and when required and shall include supply and replacement of unserviceable parts at vendor's own cost.
- d. The parts to be replaced shall be new parts.
- e. In case of replacement of parts, the old defective parts removed from storage, other hardware shall become the property of Vendor after diffusing all Bank Data.
- f. The bidder's hardware engineer shall report the bank's premises within one hour of reporting breakdown and repair the same at the earliest.
- g. The bidder shall provide all standard maintenance service including, Diagnostics and troubleshooting system component & hardware maintenance, configuration changes, tracking and documentation, upgrade and enhancement. The Maintenance for services would be all hardware equipment's under this scope.

2. Firmware upgradation of Hardware.

- a. Firmware upgrade of all hardware (Server, Storage, SAN Switch, Tape Drive etc.) as per Bank requirement.

3. Baseline Configuration, VAPT points rectification, Log Clearance, Setup Backup & restoration.

- a. Baseline, ISMS document based configuration has to be done for middleware, DBMS, OS etc. as per Bank requirement
- b. The bidder has to support the bank in rectifying the audit issues.
- c. Anti-Virus, Firewall Configuration etc. has to be done in coordination with Bank's Team
- d. Tested Setup Level Backup, which will be able to restore the services in case of exigencies, has to be taken by vendor.
- e. Log files has to be cleared as and when required or a schedule to be made to clear log files & necessary backup has to be scheduled if the log file is required on a future date.

4. Patching of Software (Middleware, Database management Software, Operating System).

- a. The bidder shall provide and install all upgrades of all the software in the project like database, middleware, upgradation whenever required. The bank can seek any bug fix, customization of software during the entire period of contract at no additional cost. Any system enhancement / upgradation requirement due to RBI/Government guidelines or for meeting any statutory/legal requirement may also be provided /done during the entire period of contract at no additional cost.
- b. Support for changes Database, Middleware configuration during integration with CBS or Other Modules



5. Bugs removal and rectification of Application

- a) Bidder need to remove bugs if any observer during the operational process of the application, the bidder need to rectified it and ensure bank that no such issues will occur in future.

6. Miscellaneous

- a. The Bidder must ensure that hardware equipment or software supplied should not reach 'End-of- Sale' for next two years and 'End-of-Support'/'End-of-Life' as mandated by the respective OEM within Seven years from date of tender/Purchase Order.
- b. Successful bidder has to make Back to Back Arrangement with OEM for the Support.
- c. All the hardware at DC and DR Hyderabad Site is to be accommodated in respective available racks and network cabling.
- d. All repairs/maintenance shall be attended by the vendor or authorized personnel of the vendor/OEM.
- e. Faulty Hard Disk should be Sanitized/Degaussed before moving out of Banks premises.

7. Monitoring of Hardware, Software, Application (Related to SLA Parameters) on daily basis and submitting report to Bank on EOD.

- a. Automatic early Alert system for Server, Storage, Tape Drive, Disk Usage, Memory Usage, Space utilization, CPU Usage to avoid risk.
- b. The system architecture should have High Availability, Scalability
- c. Backup & Restoration of Backup files has to be done as per Bank requirement & Report has to submitted in Bank ISMS Format.
- d. Bidder in Co-Ordination with Bank Team has to integrate CSOC & Share Various Logs required for SOC Team/Security Team manually or through agents installed.

8. Bidder has to follow module related Bank's ISMS Policy

- a. Bidder will respect the confidentiality of all information given to it by the Bank and will not divulge such information to any third party or other units without the consent of the Bank.
- b. The Bidder has to submit the report on issues resolved and the root cause for the same has to be rectified.
- c. Bidder has to submit ISMS Document filled with the details related to Module as and when requested by Bank with the Signature of Authorized person to sign the Document

9. Facility Management Support & Helpdesk for Module (Hardware, Software, Application)

- a. Onsite on call service support covering Creation of Logical Partition in storage, LUN (Logical Unit Number) Creation, LUN Mapping.
- b. **System Administrator** work related to Health Monitoring, Verification of Peripherals etc.
- c. **Data Base Administrator** work related to Fine Tuning & optimization of the performance of Database, Installing & Upgrading the Database Server and Application Tools, Allocating System Storage and Planning, Future Storage Requirements for Database System, Modifying the Database Structures as necessary, from information given by application developer, enrolling usage and maintaining system security, controlling & monitoring user access to database, planning for backup and recovery of Database, maintaining of archive data, backup and restoring database, generating various reports by querying the database as per need, managing & monitoring of Data Replication. Maintenance of database should be done by the successful bidder.
- d. Installation, configuration, troubleshoot for DC-DR Sync.



- e. **Storage Administrator** work - Incorporate Disk, SAN & Storage Software, Resolve Storage Shortfalls, Alerts & resolve performance issue and advice end users, High availability of Data to all Applications, Data Migration, Data Replication, Work with Application developer to determine Storage requirement and to optimize storage, Maintain proper backup schedule, restore & recover data, monitor, disk usage, performance and storage availability, Forecast storage growth and perform any post level task to access storage, LUN creation, LUN growing, LUN Mapping to Host, replace failed disk.
- f. System should have standard input, communication, processing, output validations and controls. System hardening should be done by vendor. Access controls at DB, OS, and Application levels should be ensured. Vendor should comply with the Information Security Policy of the Bank. The Product offered should comply with regulator's guidelines. The vendor shall disclose security breaches, if any, to the Bank, without any delay.
- g. Maintenance of record of License details (DBMS, Middleware, OS) currently in use and submission of the same as and when requested by Bank and verifying the license used is in par with OEM suggested License requirement and accordingly inform Bank in case of any discrepancy.
- h. Patching & Maintenance of record of (DBMS, Middleware, OS) patching & Firmware upgradation
- i. DC-DR Drill Register, Patch Register for Application, OS, firmware, Third Party Software's, Middleware's, DBMS etc. FM should do the activity as per Bank request & Maintain register to be submitted to Bank's team as and when required.
- j. Support & maintenance of Application, Software, Hardware-Bugs rectification, Ticket Tool, Backup (Config, Data, Files), Recovery, License details, Branch Issues on Application - Onsite/Offsite
- k. Daily Check List of LOS/LMS Environment which includes (Server Resource utilization, Storage Utilization, Alert in case of any health issues, Modules running status, Important log file sizes, Schedulers status, Log removal, Backup Status (Config, Data, Files, Patches, Software), Any Major Change in Environment, DC-DRC Sync).(Format)
- l. On-site support should be provided by technical experts conversant with Loan/Advances operations. The on-site support should extend services like helpdesk, data backup, user management, database management/ maintenance, updation of data, maintaining integrity of data, loading application upgrades, technical support for adhoc queries, archival of data.
- m. The Bidder is required to provide Helpdesk & Facility Management services till the end the project period/contract period primarily at Core Banking Department, CBD Belapur, Navi Mumbai with support at DRC Hyderabad on need basis. New solution will be deployed on new hardware only. FMS service Onsite support should consist of both L1 and L2.
- n. **Facilities Management:** Facilities Management would include support on Bank's location for all hardware, application software, etc. provided by the Bidder with complete detail like number of resources required (post implementation) with their No. of years' experience etc. and be mentioned in Bill of Material. Facility Management services should be provided for entire project duration. Support personnel should be technically qualified and experienced in the same field / application.
- o. Facilities Management services should include Daily maintenance and DBA activities, Onsite support during bank's working hours on all business days excluding Sunday / Holidays with exception as per Bank's requirement / exigencies from time to time.
- p. All the H/W, application support (Post implementation) etc. would be covered under Facility Management. The facility management will be from the date of Go-Live till the expiry of the contract.
- q. **Helpdesk:** Helpdesk refers to availability of resources to record and respond to events and



- incidents related to the application, hardware & software implemented as per the scope of this RFP. Bank will provide required basic infrastructure such as furniture, Desktops, Internet, Telephone lines etc. at **LMS Helpdesk, UBGB, Kalambagh Chowk, Muzaffarpur, Bihar.**
- r. Bidder shall assign personnel of appropriate qualifications and experience to perform the services in order to fulfill its obligations.
 - s. Bidder shall designate one of its personnel as the Project Manager, to interact with the Designated Customer Support Contact from the Bank for the purposes of getting approvals, progress report, discussing and resolving issues, arranging meetings, etc.
 - t. Bidder shall exercise requisite control and supervision over its personnel in the course of rendering the services and make best efforts to ensure that the services are rendered in a continuous and uninterrupted manner.

10) General Requirements for LMS Module

A.	Features required for Loan Module
	<ol style="list-style-type: none"> 1) Offline facility in Branch to create applications in Bulk to make the work of Branch staff easy. It should even work when the network connectivity fails so that the branch can perform bulk creation of Loan Applications. 2) Eligibility Calculation of Loan for customer, Branches, Marketing officers before making actual Application on basis of different schemes of Banks & its separate parameters. 3) If Bank Needs an additional Level of Organization or Controlling office to Monitor or Control the Branches, then the parameterized method of organization should also be available. 4) Special products can be created when a special Scheme/ Offers are announced for a particular Region or Zone or any Level. 5) Online Retail, Agriculture, MSME, Online OTS, Loan account opening 6) Mobile Based Retail, Agriculture, MSME for customer, Mobile Based Loan review system. 7) Online or email/SMS tracking facility of loan stage by customer & Alert system to customer to inform about Status of loan application/Loan Overdue. 8) Vehicle dealers, Defaulters list, Lawyers List etc. Uploading facility must be there and it must help the branches in decision making process. (It should be parameterized) 9) Auto fetching of details like ROI (MCLR based or not), Product, Organization, Account, Customer details etc. which is required for Retail, Agriculture, MSME etc. 10) Administrative Module (Auto-Fetching of Loan Products from CBS as and when created, Additional parameters to restrict product, User Privileges, Delegation Powers for sanctioning of Products, Organization Creation Movement Merging & Deletion, CBS Parameters Settings, Deletion of Applications, Auto-fetching of MCLR from CBS) 11) User Synchronization as per CBS SSO functionality & delegation Powers to be given, must be parameterized. 12) All products (based on different schemes of the Bank) have to be created at the Admin Level. Products must be parameterized. 13) For Demand loans against LIC, NSC, KVP, there should be alert system for renewal or maturity of security document. 14) The Escalation process and Workflow has to be parameterized at the administrator level 15) The Eligibility criteria and flow of Application should be parameterized. 16) The delegation power & User Permissions to be parameterized 17) In-Built Risk Rating System which is parameterized and can be used for different products and users must be there. 18) Document Management System for loans sanctioned through LMS. 19) For every administrative activity that is mentioned, it should have provisions to be approved by minimum 2 people. Ensure "Maker" & "Checker" concept for each activity.



	<p>20) Rate of interest can be decided on the basis of one or more of following: -</p> <ol style="list-style-type: none"> Tenure MCLR Fixed Internal Rating
B	Credit Monitoring
	<ol style="list-style-type: none"> Reason wise Probable NPA report with critical amount should be generated. In Demand loan, there should be alert if the security gets matured or the margin gets exhausted. Statement of EWS should be available. There should be alert for time bared documents, loan expiry, renewal dues. Reports should be available in quick mortality accounts. Demand, Recovery and Overdue statement should be available.
C	Reports:
	<ol style="list-style-type: none"> Customized Report Generation by Branches, controlling offices at their End, Scheduled reports to officials through mail by Admin Team Generalized reports for Various Controlling Offices Reports (Customized, Scheduled reports). Reports of Weighted average TAT for disbursal of personal loan applications, Home Loan Applications, automotive application, Education loans, other loans etc. Consolidated reports of Loans which could be drilled down. Reports for specific campaign launched for a specific period has to be generated by the region or Controlling office at their level to find the progress. Every user department should be able to generate the report of Application Created, Approved, Rejected, received as per the requirement based on the products or Organizations etc. Report of List of users created with the maker and checker of the user with created date, expiry date must be able to generated. Audit trail report generated as User Department Level. Report on status of accounts (standard / Substandard / NPA / Loss etc.) in Finacle including those sanctioned prior to implementation. Repayment, amortization schedule shall be readily available. Different reports related to sanction limit, sanction date, outstanding, Asset class etc. can be generated.
D	Miscellaneous
	<ol style="list-style-type: none"> Turn Around Time of Application at user level should be generated by the controlling office as per their requirement. The Escalation intimation of any Application (Loan or NPA) pending through mail if it exceeds the TAT duration. Electronic Document flow, Automatic customer alert, Alert to bank staff for upcoming & pending actions, integrated with core Banking system, Online document upload facility for customer / Branch / CCPC/ HO, Online approval & escalation Workflow, Product brochures, Document check list for customer, Branch, Marketing officers, Login review functionality, Aadhar based biometric KYC, Status dashboard for different user groups, Integration with underwriting and rating system. To track OTS/Compromise cases, Track list of accounts identified for OTS by Bank, identify approval authority within bank for OTS, Tracking account by stages of approval, Tracking recovery schedule and amounts, automatic escalation, automatic customer intimation, platform for customer to apply for OTS, Platform for customer to track OTS status.



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| | <p>5) Minimum three or more decision making layer customizable.</p> <p>6) Any Changes in Application Software Based on User dept., other bank dept., Vigilance, Audit, Security, regulator requirement should be done Free of Cost.</p> |
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18. BID FORM:

ENVELOPE-I (Technical Bid): The Technical Bid super-scribed as “**Technical Bid for RFP for Supply, Installation and Implementation of End-to-end (E2E) Loan Management System (LMS) for Retail, Agriculture, MSME, EWS, Credit Monitoring and NPA Management Modules**” should be sealed and complete in all respects and contain all information asked for, except prices. The following documents inter-alia has to be submitted by Bidders in the Technical Bid.

- Demand Draft for Bid Fee and Demand Draft/Bank Guarantee or online payment details for BID Fee and EMD.
- Unconditional Acceptance of Terms and Conditions.
- Certificate of Incorporation/Registration, as applicable.
- Audited Annual report/Balance sheet of last three financial years
- All documents evidencing the fulfillment of eligibility criteria.
- No vigilance/blacklisting/court case declaration.
- Copy of registration certificate regarding GST.
- Certified true copy of Board Resolution/letter of authority/mandate letter/Power of Attorney as the case may be authorizing the signatory to sign all documents in respect of RFP including the Commercial Bid.
- Information Security Certificate
- Masked Commercial bid format.
- Copy of RFP signed by authorized signatory on each page
- Bidder’s Self Declaration for providing Key Features/Interfaces (Annexure-26)
- Annexure 1,3,5,6,13,16,17,18,19 to be provided

ENVELOPE- II (Commercial Bid): The Commercial Bid super-scribed as “**Commercial Bid for RFP for Supply, Installation and Implementation of End-to-end (E2E) Loan Management System (LMS) for Retail, Agri, MSME, EWS, Credit Monitoring and NPA Management Modules**” should be sealed and submitted in the specified format provided in the RFP/Bid Document and should not contradict the Technical Bid in any manner. The prices quoted in the Commercial Bid should be without any conditions.

Both the envelopes must be put together in a single cover / envelope super-scribed with the following information:

- Type of bid (Technical or Commercial)
- REF No: Uttar Bihar Gramin Bank/LMS/RFP/2024-25/XXX
- Last date of submission: XX/XX/2024



Name of Bidder

- Name of the Authorized Person along with contact details bidding entity

If the outer cover of the Bid is not sealed and marked appropriately, Bank will assume no responsibility for the bid's misplacement or premature opening. The deficiency in documentation may result in the rejection of the Bid. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

Bidder Qualification

- The "Bidder" as used in the Bid Documents shall mean the one who has signed the Bid Form. The Bidder may be either the Principal Officer or his duly Authorized Representative, in which case he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the Authorized Representative and the Principal Officer.
- It is further clarified that the individual signing the Bid or other documents in connection with the Bid must certify whether he/she signs as Constituted Attorney of the firm/company.
- The Bidder shall sign the bid with the exact name of the firm/Company to whom the contract is to be issued. The Bid shall be duly signed and sealed by an executive officer of the Bidder's organization. Each bid shall be signed by a duly authorized officer.
- The Bidder shall clearly indicate their legal constitution and the person signing the Bid shall state his capacity and also source of his ability to bind the bidder.
- The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the Bid. Bank may reject outright any Bid not supported by adequate proof of the signatory's authority.

19. DEADLINE FOR SUBMISSION OF RFP BIDS

- Bids must be received by the Bank at the address specified, no later than the date & time specified in the "Schedule of Events" in Invitation to Bid.
- In the event of the specified date for submission of bids being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.
- The Bank may, at its discretion, extend the deadline for submission of bids by amending the bid documents, in which case, all rights and obligations of the Bank and bidders previously subject to the deadline will thereafter be subject to the extended deadline.
- Any Bid received after the deadline for submission of Bids prescribed in the RFP, will be rejected and returned unopened to the bidder.



20. MODIFICATION AND WITHDRAWAL OF BIDS

- The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids.
- No Bid may be modified after the deadline for submission of Bids.
- No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its EMD.
- The Bidder should submit its modified Bid in completeness as a replacement of its previous Bid.
- The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of this document.

21. BID PRICE & PERIOD OF VALIDITY OF INDICATIVE BID:

- **Tender validity period** - Indicative Bids should be valid for 120 (One Hundred and Twenty) days from the last date of RFP submission. A Bid valid for a shorter period may be rejected by Bank as non-responsive. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.
- The Bank may, at its discretion, solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or email. However, any extension of validity of bids will not entitle the bidder to revise/modify the bid document. The EMD provided shall also be suitably extended. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.
- The Bank reserves the right to call for fresh quotes any time during the validity period, if considered necessary.
- The Bidder shall indicate the unit prices and total Bid Prices of the equipment's/ products and services; it proposes to provide under the Contract.
- The prices quoted should be written both in figures and words. In case of any discrepancy, the price mentioned in words will be treated as correct and will be relied upon.
- The prices quoted will be exclusive all applicable taxes. The total price quoted must be inclusive of cost of supply, installation and providing services during the service period.
- **The acceptance of the Purchase Order (PO) should be submitted within 5 days of PO (Purchase Order) along with Authorization Letter.** In the absence of above information, a Bid may be considered



incomplete and summarily rejected. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

- Bidder shall carry out the supply, installation and commissioning of the product/service/solution strictly in accordance with the requirements detailed under the Scope of Work of the Bid document and it shall be the responsibility of the Bidder to fully meet all the requirements of the Bid document and to complete the work duly operable and safe as per the best industry practice.
- 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 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

22. FIRM PRICES:

Prices quoted must be firm and final and shall not be subject to any re-openers or upward modifications, on any account what so ever including exchange rate fluctuations, revision in taxes, duties, levies, charges, etc. The Bid Prices shall be indicated in Indian Rupees (INR) only. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

23. FORMAT AND SIGNING OF BID:

- The Bidder shall submit only one original set of the Bid. The original shall be signed by the person or persons duly authorized to bind the Bidder to the Contract.
- The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initial led by the authorized person or persons signing the Bid. The Bid should be a complete document and should be bound as a volume. The order of documents in the technical bid should be strictly as per the Section-6 at the end of this RFP.
- The document should be printed on one side only with page numbers and appropriately flagged and contain the list of contents with page numbers. The deficiency in documentation may result in the rejection of the Bid. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.
- Each page should be stamped and initialed by authorized signatory. The Bidders shall seal and mark the Bid accordingly. If the outer cover of the Bid is not sealed and marked appropriately, Bank will assume no responsibility for the bid's misplacement or premature opening.



24. LOCAL CONDITIONS:

It will be imperative on each Bidder to fully acquaint himself with the local conditions and factors, which would have any effect on the performance of the contract and/or the cost.

- The Bidder and any of their personnel or agents/ subcontractors will be granted permission by Bank to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, their personnel and agents/subcontractors shall be responsible for personal injury (whether fatal or otherwise), loss of or damage to life, property and other loss damage, costs and expenses.
- It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the Bid Documents. Bank shall not entertain any request for clarification from the Bidder regarding such local conditions.
- It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the Bid Documents will be entertained by Bank and that neither any change in the time schedule of the contract nor any financial adjustments arising there of shall be permitted by Bank on account of failure of the bidder to appraise themselves of local laws/conditions.

25. EARNEST MONEY DEPOSIT (EMD)

- The Bidder shall furnish, as part of its Bid, an EMD of Rs.20,00,000/- (Rupees Twenty Lacs only).
- The EMD is required to protect the Bank against the risk of Bidder's conduct, which would warrant the EMD's forfeiture. EMD may be forfeited in the event of withdrawal of bid during the period of bid validity or if successful bidder fails to sign the contract in accordance with the terms & conditions and other requirements specified in RFP or any act of bidder not in line with contract obligations.
- If EMD is forfeited for any reason, the concerned bidder will be debarred from further participation in future RFPs floated by the Bank as per sole discretion of the Bank.
- The EMD shall be denominated in Indian Rupees and shall be in the form of a Demand Draft/Bank Guarantee issued by a Scheduled Commercial Bank in India, drawn in favor of Uttar Bihar Gramin Bank payable at Muzaffarpur.
- Any bid not accompanied with the requisite EMD shall be treated as non-responsive and is liable to be rejected.
- No interest is payable on the amount of EMD.
- The EMD of the unsuccessful Bidders shall be returned after notification of award but not later than 30



(thirty) days after the tender validity period. The successful Bidder's EMD will be discharged upon the Bidder signing the contract and submitting the Security Deposit of 10% of the value of the contract in the form of Performance Bank Guarantee (PBG) issued by a scheduled commercial bank (other than Uttar Bihar Gramin Bank,) with a validity of **84 months (72 months' contract period + one year claim period)** from the date of issue of PBG. All the bidders are required to submit the EMD refund request in the format given in the RFP.

26. PERFORMANCE BANK GAURANTEE (PBG)

- The Successful Bidder shall furnish the performance bank guarantee within 21 days of the receipt of acceptance by Bank, as per the format in Section-3, failing which EMD will be forfeited.
- The value of the Performance Bank Guarantee will be 10% of the total contract value.
- The performance bank guarantee (PBG) should be issued by a scheduled commercial bank (other than Uttar Bihar Gramin Bank and Uttar Banga Kshetriya Gramin Bank) and directly forwarded to the Bank.
- The Performance Bank Guarantee (PBG) should be valid for a period of **84 months (12 months Implementation (max) + 12 months Warranty Period + 4 Years AMC/ATS Period and 12 months claim period)** from the date of issue of PBG. The PBG will have to be renewed/ resubmitted with fresh validity and claim period in case of extension of the contract.
- The proceeds of the performance security shall be payable to Bank as compensation for any loss or damage resulting from the Bidder's failure to complete its obligations under and in accordance with the Contract. Penalties, if any will be recovered from the payments in case Performance Guarantee amount decreases from the initial deposit level due to penal deductions, etc., it shall be made up/ replenished back to the initial amount deposited within 7 days of such penal deductions, etc. being affected.
- Failure of the Successful Bidder to comply with the requirement of the performance bank guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which event Bank may award the Contract to the next best evaluated Bidder or call for new Bids. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.
- The incidental expenses of execution of the Contract as well as the conditions stipulated in the contract shall be strictly adhered to and any breach/violation there of shall entail termination of the Contract without prejudice to the other right of the Bank including but not, to the right to levy/ impose and recover penalties as specified in this RFP or Contract.

27. Integrity Pact :-

Each Participating bidder/s shall submit Integrity Pact as per attached Annexure-5 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



28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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



34. 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.

35. 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.

36. 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.

37. 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.

38. 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.



39. 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.

40. 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.

41. 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.

42. 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.

43. 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.



44. 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 30 days prior, of its intention to terminate services during the contract period.
 - In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Performance Guarantee given by the BIDDER.
 - The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the BIDDER at more favorable terms in case such terms are offered in the industry at that time.
 - Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the BIDDER should continue to supply the equipment's (if required/non delivered) and provide services to the Bank as per the contract.
 - Reverse transition mechanism would be activated in the event of cancellation of the contract or exit by the parties or 6 months prior to expiry of the contract. The 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 30 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.
- ii. **Warranties:** All the warranties held by or in the name of the Bidder/Supplier shall be assigned or transferred as-is, in the name of the bank. The Bidder/Supplier shall execute any and all such documents as may be necessary in this regard.
- The parties shall return confidential information and will sign off and acknowledge



the return of such confidential information.

- The Bidder/Supplier shall provide all other services as may be agreed by the parties in connection with the reverse transition services.
 - The Bidder/Supplier recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the Supplier agrees to provide all assistance and services required for fully and effectively transitioning the services provided by the Supplier under the scope, upon termination or expiration thereof, for any reason whatsoever.
- iii. The cost for reverse transition if any should be part of the commercial offer during which the existing Supplier would transfer all knowledge, knowhow and other things necessary for the Bank or new Supplier to take over and continue to manage the services. The Supplier agrees that the reverse transition mechanism and support during reverse transition will not be compromised or affected for reasons whatsoever is for cancellation or exist of the parties.
 - iv. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.
 - v. The Bank and the Supplier shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.
 - vi. The Bidder/Supplier agrees that in the event of cancellation or exit or expiry of the contract it would extend all necessary support to the Bank or its selected Suppliers as would be required.
 - vii. 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.
 - viii. **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.

45. Legal Compliance

- 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, labor 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
- 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
- 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.



46. 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.

47. 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.

48. Corrupt and Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that Bidder observes the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy: "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND

"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Vendors (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

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

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

49. 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.

50. 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.



51. 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.

52. 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.

53. 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.

54. Termination

a. Termination for Default

The Bank, without prejudice to any other remedy for breach of contract, by at least 30 Days prior written notice of default sent to the Successful Bidder, may terminate this Contract in whole or in part:

- 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;
- If the Successful Bidder fails to perform any other obligation(s) under the contract.
- 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 noncompetitive levels and to deprive the Bank of the benefits of free and open competition.

In the event, the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Successful Bidder shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the Successful Bidder shall continue performance of the Contract to the extent not terminated when the value of the liquidated damages exceeds 10% of the contract value.

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

b. 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.

c. Termination – Key Terms & Conditions

The Bank reserves the right to terminate the agreement with the Bidder /Service Provider at any time by giving Thirty (30) 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.

d. 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 becomes effective.

The bank, at any point during the duration of contract after a lock-in period of 3 years from the date of



acceptance of Purchase Order, may terminate contract by giving 30 days' advance notice to the bidders without assigning whatsoever reason.

e. 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.

55. 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.

56. 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.



57. 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. Any increase in GST will be paid in actuals by the bank or any new tax introduced by the government will also be paid by the bank. The entire benefits/ advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to Bank. The price quoted by the bidder should not change due to exchange rate fluctuations, inflation, market conditions, and increase in custom duty. The bank will not pay any out of pocket expense. The Selected bidder will be entirely responsible for license fee, road permits, NMMC cess, LBT, Octroi, insurance etc. in connection with the delivery of products at site advised by the Bank including incidental services and commissioning
5. Goods and Services Taxes(GST) and its Compliance
 - a) Goods and Services Tax Law in India is a Comprehensive, multi-stage, destination-based tax that will be levied on every value addition. Service Provider shall have to follow GST Law as per time being enforced along with certain mandatory feature mentioned hereunder-
 - b) TDS (Tax Deducted on Source) is required to deduct as per applicable under GST Law on the payment made or credited to the Service Provider of taxable goods and services. It would enhance the tax base and would be compliance and self-maintaining tax law based on processes. The statutory compliances contained in the statues include obtaining registration under the GST law by the existing assesses as well as new assesses, periodic payments of taxes and furnishing various statement return by all the registered taxable person.
 - c) It is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit (ITR) to the Bank by way of commensurate reduction in the prices under the GST Law.
 - d) If Service Provider as the case may be, is backlisted in the GST (Goods and Services Tax) portal or rating of a Service Provider falls below a mandatory level, as decided time to time may be relevant ground of cancellation of Contract.

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.

58. Liquidated Damages

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

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

- i. Non-delivery of any component or other services mentioned in the order.
- ii. Non-delivery of supporting documentation.
- iii. Delivery availability, but no installation of the components and/ or software.
- iv. Non integration.



- v. Non-Completion of Transition within suggested timeline.
- vi. System operational, but unsatisfactory to the Bank.

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

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

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

59. 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.

Informing IBA/ other banks for Blacklisting the Service Provider:

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

60. 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-8, for 10% of the total project cost valid for 84 months, validity of PBG starting from its date of issuance. The PBG shall be submitted within 21 days of the PO acceptance by the Bidder.
- ii. The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing bank on the 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.

61. Penalty Clause

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

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

Penalty will be charged 1% of hardware cost per week or part thereof for delay in delivery and installation of hardware beyond the timeline mentioned as part of Project Timelines subject to a maximum cap of 10% of the project cost.

- **Delay in Delivery / installation / implementation of Software**

Penalty will be charged 1% of hardware cost per week or part thereof for delay in delivery , installation and implementation of software beyond the timeline mentioned as part of Project Timelines subject to a maximum cap of 10% of the project cost.

62. 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 labor 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.

63. 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.

64. 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.

65. 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.

66. 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.

67. 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.

68. Procurement through Local Suppliers (Preference to Make in India)

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

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

The salient features of the aforesaid Order are as under:

Class-I Local supplier - a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%

Class-II Local supplier - a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% but less than 50%.

Non-Local supplier - a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.

The margin of purchase preference shall be 20 %., Margin of purchase preference means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose



of purchase preference.

“Minimum Local content” for the purpose of this RFP, the ‘local content’ requirement to categorize a supplier as ‘Class-I local supplier’ is minimum 50%. For ‘Class-II local supplier’, the ‘local content’ requirement is minimum 20%. If Nodal Ministry/Department has prescribed different percentage of minimum ‘local content’ requirement to categorize a supplier as ‘Class-I local supplier’/ ‘Class-II local supplier’, same shall be applicable.

Verification of Local contents:

The local supplier at the time of submission of bid shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content as per Annexure-28. Local content certificate shall be issued based upon the procedure for calculating the local content /domestic value addition on the basis of notification bearing no. F. No.33(1) /2017-IPHW dated 14-9-2017 issued by Ministry of Electronics and Information Technology read with Public Procurement (Preference to Make in India) Order 2017 Revised vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No. P-45021/2/2017-B.E.-II dated 16-09-2020

False declaration will be in breach of the Code of Integrity under Rule 175(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per rule 151 of the General Financial Rules along with such other actions may be permissible under law.

A supplier who has been debarred by any procuring entity for violation of this order shall not be eligible for preference under this order for procurement by any other procuring entity for the duration of the debarments. The debarment for such other procuring entities shall take effect respectively from the date on which it comes to the notice of other procurement entities in the manner prescribed under order No P-45021/2/2017-PP(BE-II).

PROCEDURE FOR preference to Make in India which are not devisable in nature

In procurements of services where the bid is evaluated on price alone, the Class-I local supplier shall get purchase preference over Class-II local supplier as well as “Non – Local supplier: as per following procedure. Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class-I local supplier, the contract will be awarded to L1.



1. If L1 is not Class-I local supplier the lowest bidder among the Class-I local supplier will be invited to match the L1 price subject to Class-I local supplier quoted price falling within the margin of purchase preference and contract shall be awarded to such a Class-I Local supplier subject to the matching the L1 price.
2. In case such a lowest eligible Class-I local supplier fails to match the L1 price the Class-I local supplier with the next higher bid within the margin of the purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly, in case none of the Class-I local supplier within the margin of preference matches the L1 price, the contract may be awarded to the L1 Bidder.
3. Class-II local supplier will not get purchase preference in any procurement under taken by procuring entities.

69. Land Border Sharing Clause

The Bidder must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 Order (Public Procurement No. 1), Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020. Bidder should submit the undertaking in Annexure-29 in this regard and also provide copy of registration certificate issued by competent authority wherever applicable.

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

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

Explanation – "Controlling ownership interests" means ownership of or entitlement to more than twenty-five per-cent of shares or capital or profits of the company. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements. In case of partnership firm, the beneficial owner is the natural person(s), who, whether acting alone or together or



through one or more judicial person, has ownership of entitlement to more than fifteen per-cent of capital or profits of the partnership.

1. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of or entitlement to more than fifteen per-cent of the property or capital or profits of such association or body of individuals.
2. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person(s), who hold the position of senior managing official.
3. In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen per-cent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

An agent is a person employed to do any act for another, or to represent another in dealings with third persons.

70. 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 (Appendix 1 - Commercial Bill of Material) 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 totaling, 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.



71. 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 totaling 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
- If there is a discrepancy in the total, the correct total shall be arrived at by bank
- 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 selected bidder shall provide revised TCO and the revised break-up of the cost items post reverse auction.

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. Post Reverse Auction; the Successful bidder is required to submit the commercial in the format given in Appendix 1 - Commercial Bill of Material

D (OPENING AND EVALUATION OF RFP BID)

All the Bids will be opened at the date, time & locations mentioned under the clause in the “Schedule of Events” in Invitation to Bid. The Technical bids will be opened in the presence of representatives of the bidders who choose to attend.

72. Preliminary Check

- The RFP document will not be construed as any contract or arrangement which may result from the issue of this RFP document or any investigation or review carried out by any Bidder. The Bidder acknowledges by submitting their response to this RFP document that it has not relied on any information, representation, or warranty given in this RFP document. Bank will examine the Bids to determine whether they are complete, whether any computational/arithmetical errors have been made, whether required Bid Security has been furnished, whether the Bid Documents have been properly signed, and whether the Bids are generally in order.
- Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price



and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, the Bid will be rejected. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder. If there is a discrepancy between word and figures, the amount in words will prevail.

- A Bid determined as not substantially responsive will be rejected by Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.
- Bank may waive any minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.
- Bank reserves the right to accept or reject in full any or all the Bids without assigning any reason whatsoever and without thereby incurring any liability whatsoever to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the Bank's action. Any decision of Bank in this regard shall be final, conclusive and binding on the Bidder and shall not be questioned/challenged by the Bidder.
- Bank reserves the right to re-issue/re-commence/cancel the entire Bid process in case of any anomaly, irregularity or discrepancy or for any other reasons or otherwise without thereby incurring any liability whatsoever to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the Bank's action. Bank shall not be bound to give any reasons or explain the rationale for its actions/ decisions to annul or abandon or cancel the bid process. Bank further reserves the right to re- issue/re- commence the Bid or circulate new RFP altogether on the subject matter or any activity or part thereof concerning thereto. Any decision of Bank in this regard shall be final, conclusive and binding on the Bidder and shall not be questioned/ challenged by the Bidder.
- During evaluation and comparison of bids, the Bank may, at its discretion ask the bidders for clarification of its bid. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.
- Any effort on the part of bidder to influence bid evaluation process or award of contract may result in the rejection of the bid.

73. Opening of Bids

- **Opening of Technical Bids:** Uttar Bihar Gramin Bank will open the Technical Bids of the bidders, in the presence of Bidders' authorized representatives, who choose to attend the Technical Bid opening at the time and location mentioned in the Document control sheet. Bidders' authorized representatives, who are present, shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for Uttar Bihar Gramin Bank, the Bids shall be opened at the appointed time and location on the next working day or any other day, if so declared by Uttar Bihar Gramin Bank and informed by e-mail or fax or letter or communication posted on the website of Uttar Bihar Gramin Bank.
- **Announcement of Bids:** The Bidder's name, bid modifications or withdrawals and the presence or absence of requisite EMD and such other details as Uttar Bihar Gramin Bank at its sole discretion may consider appropriate, will be announced at the opening of bids. Bids not considered for evaluation: Bids that are rejected during the Bid opening process shall not be considered for further evaluation, irrespective of the circumstances.
- **Opening of Commercial Bids:** Commercial Bids of those bidders would be opened who qualifies technical



eligibility criteria with minimum 70 % marks. Submission of Competitive Commercial Bids is mandatory along with the Technical Bids. Commercial Bids of technically disqualified Bidders shall neither be opened nor returned to the Bidders. Only Commercial Bids of technically qualified Bidders after completion of requisite evaluation etc. will be opened and shall be retained and kept on Bank's records.

- Bidders' authorized representatives will be invited at the time of opening of the Commercial Bids. The Bidders' names, modifications, bid withdrawals and the presence or absence of the requisite Bid Security and such other details as Bank, at its discretion, may consider appropriate or deemed fit will be announced at the Bid opening.

74. CONTACTING BANK

No Bidder shall contact the Bank on any matter relating to its Bid, from the time of the Bid opening to the time the Contract is awarded to successful bidder(s). Any effort by a Bidder to influence Bank's Bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bid.

75. BANKS' RIGHT TO ACCEPT ANY BID AND TO REJECT ANY ORAL BIDS

Bank reserves the right to accept/reject any bid and to annul the Bid process at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

76. ACCEPTANCE OF BID

Prior to the expiration of the period of Bid validity, Bank will notify the Successful Bidder in writing, that its bid has been accepted.



77. SIGNING OF CONTRACT

- After Bank notifies the Successful Bidder that its bid has been accepted; the Bidder should sign the Contract and complete the execution of all other documents within 21 days.
- The signing of Contract should be accompanied by the submission of Performance Bank Guarantee, Non-Disclosure Form, Deed of Indemnity/ warranty and other applicable documents as specified in the RFP/ Bid Document.
- The Contract form and all other documents would be signed at Muzaffarpur within 21 days of receipt of notification of award of contract. Payment of stamp duty would be as per applicable laws in the State of Maharashtra.
- The Bidder shall bear all costs and expenses for the execution, stamp duty and submission of the contract and agreements. Bank shall not be responsible or liable for reimbursing/ compensating these costs and expenses.
- The incidental expenses of execution of the Contract as well as the conditions stipulated in the contract shall be strictly adhered to and any breach/violation there of shall entail termination of the Contract without prejudice to the other right of Uttar Bihar Gramin Bank including but not, to the right to levy/ impose and recover penalties as specified in this RFP or Contract.



SECTION-2

1. DEFINITIONS:

In this RFP/Bid Document/Contract, the following terms shall have the following meanings and shall be interpreted accordingly:

- "The Contract" means the agreement entered in to between Purchaser and the Bidder as recorded in the contract form duly signed by the Parties, including all annexure, schedules, exhibits, supplements, appendices, amendments, revisions, notations and modifications thereof for delivery, installation, commissioning and operationalization of Loan Management System for Retail, Agri, MSME, Credit Monitoring, EWS and NPA Management Modules for Uttar Bihar Gamin Bank and Uttar Banga Kshetriya Gramin Bank as inclusively stated under Service Level Expectations, Specifications of Loan Management System(LMS) and Scope of work.
- "**Successful Bidder**" or "Vendor" means any firm/company, etc., to whom work has been awarded and whose Bid has been accepted by Purchaser and shall include its authorized representatives, successors and permitted assignees.
- "**Purchaser**" means Uttar Bihar Gramin Bank & Uttar Banga Kshetriya Gramin Bank, including its successors and assigns.
- "**Contract Price**" means the price/compensation payable to the Successful Bidder under and in accordance with the Contract for the due performance and observance of its contractual obligations under and in accordance with the Contract.
- "**Service(s)**" means all the services, which the Bidder is required to provide and/or procure to the Purchaser under and in accordance with the Contract.
- "**Service Period**" means the implementation period, warranty and AMC/ATS period for both hardware and software extending for a period of six years.
- "**System**" or "Equipment" or "solution" means and includes hardware, software, etc., required for operationalizing the proposed solution and to provide the Services as mentioned in the RFP.
- "**Acceptance of Bid**" means the letter/fax or any memorandum communicating to the Bidder the acceptance of its Bid and includes an advance acceptance of his Bid.
- "**Business Day**" means any day that is not a Sunday or a public holiday (as per the official holidays observed by the Bank).
- "**Confidential Information**" means all intellectual property information; technical or business information or material not covered; proprietary or internal information related to the current, future and proposed products or services of the Parties including, financial information, process/flow charts, business models, designs, drawings, data information related to products



- and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Bank provide regarding third parties; Information disclosed pursuant to RFP & other documents; documents, accounts, business plans, information or documents whatsoever, concerning business, policies, strategy, property, contracts, trade secrets, transactions, or Interested parties of the Bank or its Subsidiaries or Affiliates and/or any other information whether disclosed to the other Party in oral, graphic, written, electronic or machine readable form, and whether or not the information is expressly stated to be confidential or marked as such, all Trade Secrets and other proprietary information including but not , to customer list, financial information, and pricing information.
- **“Commissioning”** means, the Systems shall be considered to have been commissioned, when the entire job, including supply, configuration, successful testing of all hardware & software is executed to the satisfaction of the Purchaser.
- **“Document”** means any embodiment of any text or image how so ever recorded and includes any data, text, images, sound, voice, codes, computer programs, software and/or databases or microfilm or computer generated microfiche or similar device.
- **“Effective Date”** means the date on which this Contract is signed and executed by the Parties hereto. If this Contract is executed in parts, then the date on which the last of such Contracts is executed shall be construed to be the Effective Date.
- **“Intellectual Property Rights”** means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
- **“Parties”** means the Purchaser and the Bidder and “Party” means either of the Parties.
- **“Site”** means the place where the product/service/solution is to be delivered and commissioned or places approved by the Purchaser for the purposes of the Contract together with any other places designated in the Contract as forming part of the Site.
- In case of a difference of opinion on the part of the Bidder in comprehending or interpreting any clause/ provision of the Bid Document after submission of the Bid, the interpretation by Purchaser and decision of Purchaser in this behalf shall be final, conclusive and binding on the Bidder.

2. Interpretation

In this Contract unless a contrary intention is evident: The clause heading is for convenience only and do not form part of this Contract;

- Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;



- Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
- A word in the singular includes the plural and a word in the plural includes the singular; A word importing a gender includes any other gender
- A reference to a person includes a partnership and a body corporate;
- A reference to legislation includes legislation repealing, replacing or amending that legislation;
- Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;
- Reasonability and materiality of "doubt" and "controversy" shall be at the discretion of Uttar Bihar Gramin Bank.
- The words note expressly defined herein shall have meanings ascribed to them in the General Clauses Act, 1897 and the Information Technology Act,2000.

3. CONDITIONS PRECEDENT

- This Contract is subject to the fulfilment of the following conditions precedent by the Bidder. Furnishing of an unconditional and irrevocable Performance Bank Guarantee (Performance Security), as per the format given in Annexure-8, Execution of a Contract form (Annexure-7), Deed of Indemnity as per format given in Annexure 10.
- Obtaining of all statutory, regulatory and other approvals, consents and no-objections required for the performance of the Services under and in accordance with this Contract.
- Furnishing solvency certificate and certificate confirming that there are no vigilance or court cases threatened or pending against the Bidder and that the vendor is not in violation of any law including Intellectual Property Rights.
- Furnishing of such other documents as the Purchaser may specify, including but not, to definitive documents.

4. STANDARD PERFORMANCE:

- The Successful Bidder shall carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in industry and with professional standards and shall observe sound management, technical practices. It shall employ appropriate advanced technology, procedures and methods.
- The Successful Bidder shall always act, in respect of any matter relating to the Contract, as faithful



advisors to Bank and shall, at all times, support and safeguard Bank's legitimate interests in any dealing with third parties.

5. DUE DILIGENCE

- The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP and study the Bid Document carefully.
- Bid shall be deemed to have been submitted after careful study and examination of this RFP with full understanding of its implications.
- Each Bidder should, at its own costs without any right to claim reimbursement, conduct its own investigations, analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever felt necessary obtain independent advice.
- The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in each and every respect shall be at the Bidder's own risk and may result in rejection of the Bid and for which the Bank shall not be held responsible.
- Any decision taken by the Bank as the completeness of the Bid and/or rejection of any/all Bid(s) shall be final, conclusive and binding upon the Bidder(s) and shall not be questioned/ challenged by the Bidder(s).

6. 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.

7. USE OF CONTRACT DOCUMENTS AND INFORMATION

- The Successful Bidder shall treat all documents, information, data and communication of and with Purchaser as privileged and confidential and shall be bound by the terms and conditions of the Non-Disclosure Agreement. The Successful Bidder shall execute this Non-Disclosure Agreement simultaneously at the time of execution of this Contract.
- The Successful Bidder shall not, without Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample or information or data or drawings/ designs furnished by or on behalf of Purchaser in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract.
- Disclosure to any such employed person shall be made in utmost confidence and shall extend only so far as may be necessary and relevant for purpose of such performance and shall be subject to the terms and conditions of the Non-Disclosure Agreement.
- The Bidder shall not, without Purchaser's prior written consent, make use of any document, data or information etc., enumerated in this Bid Documents save and except for due performance and observance of the Contract.
- Any document, other than the Contract itself, enumerated in this Bid Documents shall remain the property of Purchaser and shall be returned (in all copies) to Purchaser on completion of the Bidder's performance under and in accordance with the Contract, if so required by Purchaser.
- The Bidder shall sign the Non-Disclosure Agreement as per format provided in Annexure-9.

8. INDEMNITY

The Bidder shall execute and furnish to the Purchaser, a deed of indemnity in favor of the Purchaser in a form and manner, as given in Annexure-10, indemnifying the Purchaser its directors, employees, agents and representatives from and against any costs, loss, damages, expense, claims, litigations, suits, actions, judgments, and or otherwise including but not , to those from third parties or liabilities of any kind howsoever suffered, arising out of or incurred inter alia during and after the Contract period including but not , to third-party claims due to infringement of Intellectual Property Rights including but not , to patent, trademark, copy-rights or industrial drawings and designs arising from use of the Services or any part thereof and/or otherwise. The provisions under this clause and indemnity shall survive the termination of the Contract.



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.

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:

- Bank's authorized / bona fide use of the Deliverables and/or the Services provided by Bidder/Service Provider under this RFP; and/or
- 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
- Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or
- 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
- Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- Breach of confidentiality obligations of the Vendor contained in this Agreement; and/or
- Negligence or gross misconduct attributable to the Bidder or its employees or sub-contractors.
- 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.
- The Bidder shall indemnify the Bank for any data loss/damage because of processing of Bank's data in the software supplied.

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:

- Notifies the Bidder in writing; and



- Cooperates with the Bidder in the defense and settlement of the claims.

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.

Additionally, the Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings,

- 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
- 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,
 - the Bidder has sole control of the defense and all related settlement negotiations.
 - the Bank provide the Vendor with the assistance, information and authority reasonably necessary to perform the above and
 - 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.

- 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.
- 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.

9. OWNERSHIP AND GRANT OF LICENSES, INTELLECTUAL PROPERTY RIGHTS & PATENT RIGHTS

A) Ownership, and grant of licenses

1. The Vendor shall procure and provide a non-exclusive, non-transferable, perpetual and irrevocable license to the Bank for all the Software to be provided as a part of the Project. The Software can be used at anywhere in the Bank without restriction, but subject to the term and conditions of this RFP and the Software shall be assignable/transferable to any successor entity of the Bank, Provided however, that with respect to the enterprise wide licenses to be utilized for



the CBS (Core banking Solution), in addition to the rights of Bank's contained in this Clause and the rights contained elsewhere in this RFP/ Agreement, the following shall be applicable:

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

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

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

2. The license granted in terms of above mentioned shall specifically include right:

(a) To Use:

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

(b) To Copy:

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

(c) To work as interface:

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

3. The ownership of all rights, title and interest, all patents, copy right, trade secrets and any other form of intellectual property rights in and to software, any derivative works thereof and enhancements thereto, hardware and documentation are and will have to at all times remain with the Service Provider or its Licensors and be the sole and exclusive property of the Service Provider or its Licensors. The Bank acknowledges that nothing contained in this Tender and subsequent contract will have to be construed as conveying by the Service Provider or its licensor's title or ownership interest in any licensed software or any derivative works thereof and enhancements



thereto. Nothing contained herein will have to be construed to preclude the Service Provider from owning, using, improving, marketing, including without limitation, licensing to other persons any and all licensed software. If Service Provider generate any material (software or any work subject of intellectual property right) specifically for the Bank due to valuable resources capitalized in this respect, shall always be property of the Bank.

B) Patent Rights / Intellectual Property Rights

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

10.INSPECTION & QUALITY CONTROL TESTS/CHECK

- Purchaser's right to inspect, test and where necessary, reject the goods after the goods' arrival at the destination shall in no way be, or waived by reason of the goods having previously been inspected, tested, and passed by Purchaser or its representative prior to the goods' shipment from the place of origin.
- Nothing stated here in above shall in anyway release or discharge the Bidder from any warranty or other obligations/liabilities under and in accordance with this Contract.
- The Bank reserves the right to evolve a procedure of quality checking to ensure that the Services are according to the prescribed specifications and standards. Purchaser has the right to inspect and test the goods at Bidder plant at any time during the contract period.



11.MANUALS

- The Bidder must along with the equipment, supply all relevant manuals for the systems delivered/ installed.
- The manuals shall be in English.
- Unless and otherwise agreed, the equipment(s) shall not be considered to be completely delivered for the purpose of taking over, until such manuals as may be necessary are provided to Purchaser.
- System manuals should include the specifications of the various equipment's supplied.

12.PAYMENT TERMS

Payment will be made in phases after obtaining a "Letter of satisfaction" and clearance for Payment from the concerned dealing group/user group of the Bank.

The Bank will follow a staggered payment system based on progress of the work as follows:

For LMS Software Items:

Milestones	License Cost	Implementation Cost
Signing of all Agreements, Project Kick off and Installation of Base software in Bank's System for Requirement gathering and submission of all documents	10 % of the cost of license	
Completion of Requirement Gathering and finalization/ sign-off of Final Requirement Gathering Document	10% of the cost of license	
Delivery of Customized Software based on Requirements gathered, installation and creation of major interfaces, building of interfaces between LMS and CBS/MIS and external agencies where Bank will provide APIs such as CIBIL/Risk Rating/Fintech companies/Data Aggregators.	20% of the cost of license	
Successful completion of UAT	20% of the cost of license	40% Of implementation cost
Successful completion of Go Live and completion of Training.	30% of the cost of license	30% Of implementation cost



Resolution of issues encountered and after completion of the warranty period.	10% of the cost of license	30% Of implementation cost
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For Hardware Items -

- ❖ 50% on Delivery & Installation of Hardware and sign off at DC & DRC
- ❖ 30% on Go-Live and sign off of 1st Module
- ❖ 10% on Go-Live and sign off of 4th Module
- ❖ 10% after successful implementation of All Modules and sign off.

For Operating System, Database, Middleware etc. (other than LMS/Application Software) -

- ❖ 60% on after Delivery and Installation and sign off.
- ❖ 30% after Go-Live of 1st module and sign off.
- ❖ 10% after Go-Live of all modules and sign off.

For Facility Management - Quarterly in Arrears post completion of quarter

ATS for Software/Solutions -

Milestones	
AMC/ATS for software/solutions at DC/DR for 2 nd year from the date of Go-Live	Half-yearly intervals in arrears i.e after completion of half-year
AMC/ATS for software/solutions at DC/DR for 3 rd year from the date of Go-Live	Half-yearly intervals in arrears i.e after completion of half- year
AMC/ATS for software/solutions at DC/DR for 4 th year from the date of Go-Live	Half-yearly intervals in arrears i.e after completion of half- year
AMC/ATS for software/solutions at DC/DR for 5 th year from the date of Go-Live	Half-yearly intervals in arrears i.e after completion of half- year

ATS for Hardware -

AMC/ATS for hardware/network equipment/peripherals at DC/DR for 4 th year	Half-yearly intervals in arrears i.e. after completion of half-year
AMC/ATS for hardware/network equipment/peripherals at DC/DR for 5 th year	Half-yearly intervals in arrears i.e. after completion of half-year

- If any penalty is to be levied as per service level expectations agreement, vendor has to submit credit note together with claim of invoice for payment. Bank will not accept invoices without credit note. The payment will not be processed without credit note. The payment processing



is done centrally at Muzaffarpur. Payment will be processed only after submission of necessary documents like delivery challan, Installation/commissioning report duly signed by authorized bank person, accompanied by the Invoice.

- The bidder/OEM must accept the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the System Integrator (SI), in case of delays or defaults on the part of the bidder. Such withholding of payment shall not amount to a default on the part of the Bank.
- The Successful Bidder shall be solely liable for the payment of all the past, present and future Central, State and local levies, direct/indirect taxes, duties, fines and penalties (including without limitation, excise duties and customs duties, etc.) by whatever name called, as may become due and payable in relation to the Services.
- 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 quoted 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.
- Under no circumstances The Bank shall be liable to the Successful Bidder and/or its employees/ personnel/ representatives/ agent etc. for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of the Contract;
- The Bank shall not have any liability whatsoever in case of any third party claims, demands, suit, actions or other proceedings against the Successful Bidder or any other person engaged by the Successful Bidder in the course of performance of the Service.
- The bidder should submit all bills/invoices to the contact indicated in the Purchase Order.
- Payment processing will be initiated only after ensuring that the vendor has submitted and executed all Legal documents.
- Bidder has to submit the performance security (in the manner and formats provided in the RFP) for 10% of total contract value upfront at the time of signing of the contract.
- In case of downward revision in value mentioned in the invoice due to deduction of penalty / liquidated charges, for deficiency of service, or non-compliance of conditions, the vendor shall issue a credit note for such reduced value. If credit note is not provided, GST on penalty amount shall be appropriated from the net settlement being made to the vendors.
- For early settlement of payments, successful vendor may preferably open a savings/current account with the Bank.
- For claiming payment of Facility Management Service, Attendance Sign off duly signed and sealed by Bank's authorized officials need to submit along with invoice. Proportionate amount for the days where resource is not present will be deducted as per SLA.
- The Bank reserves the rights to dispute/ deduct payment/withhold payments/ from dues payable to the Successful Bidder under the Contract, if the Successful Bidder has not performed or rendered the Services in accordance with the provisions of the Contract which the Bank at its sole discretion adjudge.

It is clarified that the any payments of the charges made to and received by authorized Successful Bidder personnel shall be considered as a full discharge of the Bank's obligations for payment under the Agreement.



13. Rules 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.
- 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.
- 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 for all the components mentioned in the Scope of Work in this document. In case, Bidder does not quote for any of the components, the response would be deemed to include the quote for such unquoted components. It is mandatory to submit the compliance details in the formats in Appendix 1- Commercial Bill of Material provided along with this document duly filled in, along with the Technical offer. 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 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.

- 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.
- The proposal and all supporting documentation submitted by the Bidder shall become the property of the Bank.
- 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.
- Each Bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with the Bank

14. Delivery & Documentation:

Delivery of the equipment and the order placed by the Bank shall be made by the bidder as per the scope of work mentioned in this RFP / Bid Document. The details of documents to be furnished by the Bidder are specified hereunder:

- a. 3 (Three) copies of Bidder's invoice showing contract number, Services description, quantity, unit price and total amount.
- b. Prior to preparing invoice copy and delivery challan before delivering the equipment's, the bidder should check, verify and confirm the location address, user name, contact details with our purchase order. Bidder should ensure that proper delivery of equipment address, Name of end user, and contact details are mentioned on the invoice copy / delivery challan, so that the equipment's are delivered at the correct location & end user. If the equipment's are delivered at a location different from the location they are actually to be delivered to, then it will be the sole responsibility of Successful Bidder to arrange delivery of the equipment's at the locations they are meant for at no extra cost to the Bank. No extra payment will be made for wrong delivery or miss delivery of equipment/s.
- c. Original Delivery note and acceptance certificate duly signed for receipt, installation and commissioning of equipment from the concerned location.
- d. Bidder's warranty certificate
- e. Inspection certificate issued by the nominated inspection agency, if any
- f. Other documents which the Purchaser may specify to the Bidder

The above documents shall be received by Purchaser before arrival of equipment (except where it is handed over to the consignee with all documents) and, if not received, the Bidder will be responsible for any consequent expenses and other liabilities arising there from.

15. ACCEPTANCE CERTIFICATES

On successful completion of acceptability test, receipt of deliverables, etc. and after the Purchaser (which shall not be deemed to be an obligation on the Purchaser) is satisfied with the working of the System, the



Acceptance Certificate in the format given in Annexure -11, The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the Systems.

16. INCIDENTAL SERVICES:

The incidental services to be provided pursuant to and in accordance with the Contract are as under:

1. Performance of on-site commissioning of the System;
2. Furnishing of services required for maintenance of the rendered Systems.
3. Furnishing manuals for each appropriate unit of the rendered Systems
4. Maintenance of the rendered equipment for the "Contract Period", provided that this equipment shall not relieve the Bidder of any warranty period obligations under and in accordance with this Contract; and
5. Any other related services as the Purchaser may require and deem fit.

17. CHANGE ORDERS / ALTERATION / VARIATIONS

- The Bidder agrees that the requirements given in specifications, charts, etc. in the Bid Documents are minimum requirements of mere indicative nature and are in no way exhaustive.
- It shall be the responsibility of the Bidder to meet all the requirements of specifications, charts, etc. and other criteria contained in the Bid Documents and any upward revisions and/or additions of quantities, specifications sizes given in specifications, charts, etc., of the Bid Documents required to be made during execution of the works shall not constitute a change order and shall be carried out without a change order as forming part of the Services agreed hereunder and shall be carried out without any time and cost effect to Purchaser.
- Further upward revisions and or additions required to make Bidder's selected equipment and installation procedures to meet Bid Documents requirements expressed and to make entire facilities safe, operable and as per specified codes and standards shall not constitute a change order and shall be carried out without any time and cost effect to Purchaser.
- Any upward revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the specification etc. of the Bid Documents which the Bidder had not brought out to the Purchaser's notice in his Bid shall not constitute a change order and such upward revisions and/or addition shall be carried out by Bidder without any time and cost effect to Purchaser.
- Purchaser may at any time, by a written order given to the Bidder, make changes within the general scope of the Contract in any one or more of the following:
 - Functional/Technical specifications
 - The Services to be provided by the Bidder
- If any such change causes an increase or decrease in the cost of, or the time required for the Bidder's performance or observance of any provisions under the Contract, an equitable adjustment shall be



made in the Contract price or delivery schedule or both and the Contract shall accordingly be amended as may be decided by Purchaser. Any claims by the Bidder for adjustment under this clause must be asserted within 30 (Thirty) days from the date of knowledge of Purchaser's change order by the Bidder.

Change Order for new Module in Application.

a. Change request

Any requirement beyond RFP will be processed as change request as per prevalent standard change request process of the Bank. Bank will pay on actual man-days basis. However, no additional cost would be payable for change request suggested by Statutory Authority/Regulatory Authority.

b. Bank Change Order Process (Existing Process)

1. Requirement will be provided by the User department to Vendor.
2. The Requirement will be shared with the Vendor.
3. The Vendor will send the approach document to user department.
4. After refinement, the final approach document along with Approved CR will be shared with Bank's IT Team by user department and FPA (Functional Point Analysis) will be shared by Vendor Based on the finalized approach document through User Department.
5. Effort estimation will be made by Bank's IT Team as per the established procedure
6. After approval of Estimated Effort by Effort Estimation Committee it will be shared with user department.
7. User department will create an OM for Negotiation for the number of Man days.
8. Based on the finalized Negotiated Man/days the OM will be prepared for the Work Order by User department.
9. Based on the OM shared by User department PO Copy will be shared with Vendor through mail from DIT.
10. Vendor has to send the acceptance copy of the same.
11. As per the PO Terms in UAT and Production change has to be implemented.

c. Change Order Rates

1. The rates for Change Orders requested by the user department for new and additional works shall be as per the rates mentioned in the quotation.
2. The invoices for the Change Orders shall be raised for each change order separately after successful implementation of the change order except regulatory – timeline.

Change order as stated above comprising an alteration which involves change in the cost of the works (which sort of alteration is hereinafter called a "Change Request") shall be the subject of an amendment to the Contract by way of an increase or decrease in the Contract Price and adjustment of the implementation schedule if any. If the Contract provides applicable rates for the valuation of the variation in question, the Contract price shall be increased or decreased in accordance with those rates.

Any change order shall be duly approved by the Purchaser (including any modification / change in the



Contract Price) in writing. If there is a difference of opinion between the Bidder and Purchaser whether a particular work or part of the work constitutes a change order or not, the decision of the Purchaser shall be final, conclusive and binding on the Bidder.

18. CONTRACT AMENDMENT

- No variation in or modification of the terms of the Contract shall be made, except by prior written amendment after obtaining prior written approval from both the Parties and shall be signed by the Parties.
- The Successful Bidder, however agrees, it shall be bound to amend the Contract, if so required by the Bank, for giving effect to any amendment, modification etc. in the applicable laws including but not , to amendment / modification etc. in the Reserve Bank of India Act, 1934 / the Banking Regulations Act, 1949 and/ or to give effect to any modifications, amendments or fresh guidelines issued/imposed by RBI/Govt. of India.

19. LIQUIDATED DAMAGES

- If the Successful Bidder fails to meet the requirements under Service Level Agreement like delays / or defaults / deficiency of services in delivery / installation / replacement / repair of any or all of the Systems and equipment mentioned in the Purchase order (PO), Purchaser shall, without prejudice to its other rights and remedies under and in accordance with the Contract, deduct from the Contract price, as liquidated damages, not construed as penalty, a sum equivalent to 1% per week or part thereof of the value of P.O. subject to maximum deduction of 10% (ten percent) of the P.O. value.
- If the Bidder consistently fails to meet the requirements under Service Level Agreement (SLA) or complete the services as per the scheduled completion date or the extended date or if Bidder repudiates the Contract before completion of the contract / services, the Purchaser may without prejudice to any other right or remedy (i.e. penalties) available to the Purchaser as under the Contract, recover from the Bidder, liquidated damages over and above the penalties.
- The Purchaser may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Bidder in its hands (which includes the Purchaser's right to claim such amount against Bidder's performance Guarantee) or which may become due to the Bidder. Any such recovery or liquidated damages shall not in any way relieve the Bidder from any of its obligations to complete the works / Services or from any other obligations and liabilities under the Contract.
- Uttar Bihar Gramin Bank reserves the right to impose / waive off the Liquidated Damages

20. DEFICIENCY IN THE BIDDER'S PERFORMANCE

- Delivery, Installation & Maintenance of the equipment shall be made by the Successful Bidder strictly in accordance with the scope of work prescribed by the Bank. Time is of the essence of Contract.
- If at any time during the performance of the Contract, the Successful Bidder encounters



conditions/situations impeding adherence to the scope of work, the Successful Bidder shall promptly notify the Bank in writing of the fact of the delay, its likely duration and the cause(s) thereof.

- After receipt of the Successful Bidder's notice, the Bank shall at the earliest evaluate the condition / situation, and consider, extending the Successful Bidder's time for performance, with or without penalty, in which case, the extension shall be ratified by the Parties by written amendment of the Contract or through an email.
- Except as provided in the above clause, a delay by the Successful Bidder in the performance of its delivery obligations shall render the Successful Bidder liable to the imposition of penalty, unless an extension of time is agreed upon without levying penalty.
- A delay by the Successful Bidder in the performance of its Contract obligations shall render the Successful Bidder liable to any or all the following sanctions:
 - Forfeiture of its performance security
 - Termination of the Contract for default

21. DISPUTE RESOLUTION

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. Where the value of the Contract is above Rs.1.00 Crore, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by mutual discussion between the Purchaser and the Supplier.
 - b) Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.
 - c) The Vendor shall not be entitled to suspend the provision of the Services or the completion of the job, pending resolution of any disputes between the Parties and shall continue to render the Services in accordance with the provisions of the Contract notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings. The provision under this section survives the contract.
 - d) 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.



- e) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and
- f) Where the value of the contract is Rs.1.00 Crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties.
- g) 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.

22. ADDRESS FOR NOTICE

All notices, requests, consents, waivers or other communication required or permitted hereunder shall be in writing and shall be deemed properly served:

- (i) if delivered by hand and received by an authorized employee or officer of the Party,
- (ii) upon receipt of confirmation receipt when sent by facsimile; or
- (iii) 14 (fourteen) days after the date of dispatch by certified or registered mail, postage prepaid, return receipt requested;
- (iv) When sent by electronic mail. All notices and other communication shall be addressed as follows:

In the case of Purchaser	General Manager Information Technology Department Uttar Bihar Gramin Bank Head Office, Sharma Complex Kalambagh Chowk, Muzaffarpur (Bihar) PIN - 842001 . Attn: Shri D N Pandey (GM-IT) Email: gmprs@ubgb.in
In the case of the Bidder	<..... company name & Address > Attn: Shri _____ Tel: +91-_____ Fax: +91-_____ Email: _____

A party may change its address and/or addresses for notification purposes at any time during the term



hereof by giving the other Party written notice in accordance with the terms hereof and the date on which such change will become effective.

23. TAXES & DUTIES

- The Successful Bidder will be entirely responsible for all applicable taxes, duties, levies, imposts, costs, charges, license fees, road permits etc., in connection with delivery & transportation of equipment at the delivery locations including incidental services and commissioning. Payment of entry tax, if applicable, will be made at actual, on production of suitable evidence of payment by the Bidder.
- Wherever the laws and regulations require deduction of such taxes at the source of payment, Purchaser shall effect such deductions from the payment due to the Bidder.
- The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by Purchaser as per the laws and regulations in force. Nothing in the Contract shall relieve the Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of this Contract.
- The Bidder shall be liable to pay all applicable corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price quoted in the Bid by the Bidder shall include all such taxes in the Contract Price.
- The Bidder's staff, personnel and labor will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force and the Bidder shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.
- The Bidder shall also be responsible for having his sub-Bidder(s) under this sub-contract(s) on account of payment received by the sub-Bidder(s) from the Bidder for works done under the sub-Bidder(s) for which Purchaser will in no case bear any responsibility. It shall be the responsibility of the Bidder to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose.
- The Bidder shall also provide the Purchaser such information, as it may be required in regard to the Bidder's details of payment made by the Purchaser under the Contract for proper assessment of taxes and duties. The Bidder and his sub-Bidder(s) or their personnel shall bear all the taxes if any, levied on the Bidder's, sub- Bidder's and Bidder's personnel.
- The amount of tax withheld by the Purchaser shall at all times be in accordance with Indian Tax Law and the Purchaser shall promptly furnish to the Bidder original certificates (Challans) for tax deduction at source and paid to the Tax Authorities.
- The Bidder agrees that he and his sub-Bidder(s) shall comply with the Income-tax Act in force from time to time and pay Income -tax, as may be imposed / levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Contract.



- The Bidder fail to submit returns/pay taxes in times as stipulated under the Income -tax Act and consequently any interest or penalty is imposed by the Income-tax authority, the Bidder shall indemnify Purchaser against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty any such Tax Authority may assess or levy against the Purchaser/ Bidder.
- The Purchaser shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the Bidder at the rates in force, from the amount due to the Bidder and pay to the concerned tax authority directly.

24. SUCCESSFUL BIDDER INTEGRITY

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

25.SUCCESSFUL BIDDER OBLIGATION

- The Successful Bidder is obliged to work closely with Purchaser's staff, act within its own authority and abide by directives / instructions issued by Purchaser from time to time. The Successful Bidder will abide by the job safety measures prevalent in India and will free / indemnify Purchaser from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Bidder's negligence. The Successful Bidder will pay all indemnities arising there from and will not hold Purchaser responsible or obligated.
- The Successful Bidder would be required adhere to the scope of work defined in the RFP / bid document to enable the Purchaser to meet the operational objectives. It will be the Successful Bidder's responsibility to ensure the proper and successful implementation and continued operation of the proposed branch / sites / hardware / software.
- The Successful Bidder is responsible for managing the activities of its personnel and / or personnel working pursuant to its instructions and will hold itself responsible for any misdemeanors.
- 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.
- The Successful Bidder will treat as confidential all data and information about Purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of Purchaser.
- 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.
- 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.
- 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.



- The Service Provider should have a well-documented Business Continuity Plan and Disaster Recovery Plan and also security and control practices.
- 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.
- The Service Provider shall disclose security breaches if any to the Bank, without any delay.
- 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.
- Service Provider must comply RBI circular on “Cyber Security Framework for Banks” and assurance from the respective OEMs/Application providers that the application is free from embedded malicious/fraudulent code.
- 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.
- Service Provider shall submit Integrity Pact, Non-Disclosure Agreement and Performance bank guarantee as per satisfaction of the Bank.
- The Service provider should guarantee that the software supplied to the Bank is licensed and legally obtained. Software must be supplied with their original and complete printed documentation.
- The License is granted to the existing entity of the Bank and in the event of any merger/acquisitions in future shall automatically transfer the license to the newly merged entity without any additional cost or charges. In this juncture support and services shall be continue till the currency of the contract.
- 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.
- 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.
- The service provider should comply of the Retention policy of the Bank and co-ordinate to preserve the data/documents of bank for minimum 10 years.

26. SURVIVAL

- Any provision of this Contract which, either expressly or by implication, survive the termination or expiration of this Contract, shall be complied with by the Parties including that of the provisions of indemnity, confidentiality, non-disclosure in the same manner as if the present Contract is valid and in force.
- The provisions of the clauses of this Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless the Purchaser notifies the Bidder of its release from those obligations.

27. NO SET-OFF, COUNTER-CLAIMS, CROSS-CLAIMS

In case the Bidder has any other business relationship with Purchaser, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this Contract to the Bidder for any payments



receivable under and in accordance with that business.

In case the Bidder has any claim, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this Contract to the Bidder for any payments receivable under and in accordance with that business.

However, the Bank shall have such rights against the successful Bidder up to maximum of 100% of the contact value.

28. THE TRI-PARTITE AGREEMENT

The Bidder shall enter into relevant agreement covering all related Parties at a later date, if required, incorporating the requisite terms and conditions herein in the form and manner and to the satisfaction of Purchaser.

29. ADHERENCE TO SAFETY PROCEDURES, RULES, REGULATIONS AND RESTRICTIONS

- Bidder shall comply with the provision of all laws including labor and industrial laws, rules, regulations and notifications issued there under from time to time.
- All safety and labor and industrial laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and Bidder shall abide by these laws.
- The Bidder shall indemnify and keep indemnified and hold harmless the Purchaser for any loss, damage, claims, costs, charges, expenses, etc. arising out of and/or suffered on account of actions, litigations, proceedings, suits, arising out of breach of the above laws.
- Bidder shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions.
- The Bidder shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.
- Bidder shall also adhere to all security requirement/regulations of the Purchaser during the execution of the work.

30. STATUTORY REQUIREMENTS

- During the tenure of this Contract nothing shall be done by the Bidder in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, foreign exchange, etc., and shall keep Purchaser indemnified in this regard.
- Successful Bidder undertakes to promptly produce all records and information relating to the Contract/this RFP for the purpose of inspection and audit of the Bank.
- Successful Bidder shall provide access, to officers / employees / representatives / agents or auditors of the Bank to the premises / Bank's places where such records are kept / maintained. The Bank shall not be duty bound to give any prior notice to Successful Bidder before carrying out the said inspection or



audit.

- The Successful Bidder agrees to allow officers of the Bank to inspect and make copies at their own cost, of the records relating to the Services performed / delivered by the Successful Bidder, maintained by Successful Bidder pursuant to the Contract/this RFP.
- In regards to the above, the Regulators and Government Authorities including RBI officials shall be entitled to conduct audits of the Successful Bidder at any point of time.

31. PURCHASER'S RIGHT OF INSPECTION AND PERIODIC AUDIT

- The Purchaser reserves the right to inspect and monitor/assess the progress of the project at any time during the course of the Contract. The Purchaser may demand and upon such demand being made, the Purchaser shall be provided with any document, data, material or any other information, which it may require, to enable it to assess the progress of the project.
- The Purchaser shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the features/performance end results of the software application provided by the Bidder in accordance with the standards committed to or required by the Purchaser and the Bidder undertakes to cooperate with and provide to the Purchaser/ any other agency appointed by the Purchaser, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Bidder failing which the Purchaser may, without prejudice to any other rights that it may have, issue a notice of default.
- Purchaser's right to inspect, test and, where necessary, reject the Goods / Services after the Goods / Services' arrival at the destination shall in no way be, or waived by reason of the goods / services having previously been inspected, tested, and passed by Purchaser or its representative prior to the Goods / Services shipment from the place of origin.
- It is expressly agreed that nothing stated herein above shall in any way release or discharge the Bidder from any warranty or other obligations / liabilities under and in accordance with this Contract.

32. CONTRACT PRICE

- Prices payable to the bidder as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges, etc.
- The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. Sales tax, Excise duty, Custom duty, etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.
- The Bank reserves the right to re-negotiate the prices in the event of change in the international market prices of both the hardware and software.
- Further, Bank shall be entitled to make adjustment in the payment of Contract price in the event of levying penalty or liquidated damages on the Bidder.



33. INFORMATION SECURITY

- The Bidder and its personnel shall not carry any written material, layout, diagrams, floppy diskettes, hard disk, storage tapes or any other media out of Purchaser's premise without written permission from the Purchaser.
- The Bidder personnel shall follow Purchaser's information security policy and instructions in this behalf.
- Bidder acknowledges that Purchaser's business data and other Purchaser proprietary information or materials, whether developed by Purchaser or being used by Purchaser pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to Purchaser; and Bidder agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Bidder to protect its own proprietary information.
- Bidder recognizes that the goodwill of Purchaser depends, among other things, upon Bidder keeping such proprietary information confidential and that Unauthorized disclosure of the same by Bidder could damage Purchaser.
- By reason of Bidder's duties and obligations hereunder, Bidder may come into possession of such proprietary information, even though Bidder does not take any direct part in or furnish the Services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the Services required by this Contract. Bidder shall use such information only for the purpose of performing the Services.
- Bidder shall, upon termination of this Contract for any reason, or upon demand by Purchaser, whichever is earliest, return any and all information provided to Bidder by Purchaser, including any copies or reproductions, both hard copy and electronic. Bidder shall provide certificate/assurance from application providers/OEMs that the application is free from embedded malicious / fraudulent code."
- The Bidder shall ensure that the equipment / application / software being supplied shall be free from malicious code (Viruses, Trojan, Spyware etc.) and shall be liable for any loss (information, data, equipment, theft of Intellectual Property Rights, network breach, sabotage etc.) incurred to the bank arising due to activation of any such embedded malware / malicious code. The bidder shall ensure that subsequent patch, hotfixes and upgrades are also free from malicious code.
- The bidder shall abide to the Information Security Policy (ISP) and Cyber Security Policy (CSP) of the Bank (as amended from time to time), which will be shared by the Bank with the L1 Bidder on need to know basis. The L1 Bidder shall ensure that the equipment/application/software supplied under the RFP shall be compliant with the ISP and CSP at all times.
- The bidder shall submit the background verification and provide the training on information security awareness for their employees, in the case of deputing them to work in our Bank premises. The bidder shall make sure that the sensitive data (such as password, financial information, biometric information, personal information etc.) shared by the Bank should be kept within the geographical boundaries of India. The Bidder shall further supply a certificate to the bank in the form appended in Annexure-14.



34. OWNERSHIP AND RETENTION OF DOCUMENTS

- The Purchaser shall own the documents, prepared by or for the Bidder arising out of or in connection with this Contract.
- Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the Purchaser, the Bidder shall deliver to the Purchaser all documents provided by or originating from the Purchaser and all documents produced by or from or for the Bidder in the course of performing the Services, unless otherwise directed in writing by the Purchaser at no additional cost. The Bidder shall not, without the prior written consent of the Purchaser store, copy, distribute or retain any such Documents.

35. DATA AND HARDWARE

By virtue of this Contract, the Bidder's team may have access to personal and business information of the Purchaser and/or a third party or any taxpayer, any other person covered within the ambit of any Income tax legislation. The Purchaser have the sole ownership of and the right to use, all such data in perpetuity including any data or other information pertaining to the subscriber that may be in the possession of the Bidder or Bidder's team in the course of performing the Services under this Contract.

36. REPRESENTATIONS AND WARRANTIES

In order to induce the Purchaser to enter into this Contract, the Bidder hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

- That the selected Bidder is a company which has the requisite qualifications, skills, experience and expertise in providing Information and Communication Technology (ICT) and other services contemplated hereunder to third Parties, the technical know-how and the financial wherewithal, the power and the authority that would be required to successfully set up the required infrastructure and to enter into this Contract and provide the Services/Systems sought by the Purchaser, under and in accordance with this Contract.
- That the Bidder is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance and delivery of Services /Systems under the Contract.
- That the representations made by the Bidder in its Bid are and shall continue to remain true and fulfill all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Contract and the Bid Documents and unless the Purchaser specifies to the contrary, the Bidder shall be bound by all the terms of the Bid.
- That the Bidder has the professional skills, personnel and resources/authorizations that are necessary for providing all such services as are necessary to perform its obligations under the Bid and this Contract.
- That the Bidder shall ensure that all assets including but not , to equipment, licenses, etc. developed, procured, deployed and created during the term of this Contract are duly



maintained and suitably updated, upgraded, replaced with regard to contemporary requirements.

- That the Bidder shall use such assets of the Purchaser as the Purchaser may permit for the sole purpose of execution of its obligations under the terms of the Bid, Tender or this Contract. The Bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right inequity or otherwise, merely by fact of such use or possession during or after the term hereof.
- That the Bidder shall procure insurance policies for all its present and future property and assets that are developed, procured and created during the term of this Contract with financially sound and reputable insurers to the satisfaction of the Purchaser and shall pay all premium in relation thereto and shall ensure that nothing is done to make such insurance policies void or voidable. The Bidder shall also furnish to the Purchaser a certificate evidencing such insurance, risks covered, names of beneficiaries, expiration dates, names of insurers and all other features of the insurance policy, both original and renewed and shall keep the same alive during the term of this Contract.

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

- i. Initiate and pursue claim till settlement and
 - ii. Promptly make arrangements for repair and / or replacement of any damaged item irrespective of settlement of claim by the underwriters.
- That the Bidder shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep the Purchaser indemnified in relation thereto.
 - That all the representations and warranties as have been made by the Bidder with respect to its Bid and Contract, are true and correct, and shall continue to remain true and correct through the term of this Contract.
 - That the execution of the Services herein is and shall be in accordance and in compliance with all applicable laws.
 - That there are – (a) no legal proceedings pending or threatened against Bidder or any sub Bidder/third party or its team which adversely affect/may affect performance under this Contract; and (b) no inquiries or investigations have been threatened, commenced or pending against Bidder or any sub- Bidder / third part or its team members by any statutory or regulatory or investigative agencies.



- That the Bidder has the corporate power to execute, deliver and perform the terms and provisions of this Contract and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract.
- That all conditions precedent under the Contract have been complied
- That neither the execution and delivery by the Bidder of the Contract nor the Bidder's compliance with or performance of the terms and provisions of the Contract (i) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding on the Bidder, (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Bidder is a Party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Memorandum and Articles of Association of the Bidder or other constitution a documents as the case maybe.
- hat the Bidder certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.
- That the Bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of the Purchaser, which may directly or indirectly have a bearing on the Contract or the project.
- That the Bidder owns or has good, legal or beneficial title, or other interest in, to the property, assets and revenues of the Bidder on which it grants or purports to grant or create any interest pursuant to the Contract, in each case free and clear of any encumbrance and further confirms that such interests created or expressed to be created are valid and enforceable.
- That the Bidder owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the project and the Bidder does not, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. None of the Intellectual Property or Intellectual Property Rights owned or enjoyed by the Bidder or which the Bidder is licensed to use, which are material in the context of the Bidder's business and operations are being infringed nor, so far as the Bidder is aware, is there any infringement or threatened infringement of those Intellectual Property or Intellectual Property Rights licensed or provided to the Bidder by any person. All Intellectual Property Rights (owned by the Bidder or which the Bidder is licensed to use) are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the Purchaser indemnified in relation thereto.



37. CONFIDENTIALITY

- The Parties agree that they shall hold in trust any Confidential Information received by either Party, under this Contract, and the strictest of confidence shall be maintained in respect of such Confidential Information.

The Parties also agree:

- i. to maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;
 - ii. to only make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;
 - iii. to restrict access and disclosure of Confidential Information to such of their employees, agents, vendors, and Bidders strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this Clause and
 - iv. to treat Confidential Information as confidential for a period of five (5) years from the date of receipt. In the event of earlier termination of this Contract, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such termination.
- Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 days of such disclosure.
 - Confidential Information does not include information which:
 - the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
 - is independently developed by the recipient without breach of this Contract;
 - information in the public domain as a matter of law;
 - is received from a third party not subject to the obligation of confidentiality with respect to such information; is released from confidentiality with the written consent of the other party.
 - The recipient shall have the burden of proving that Clauses (i) or (ii) above are applicable to the information in the possession of the recipient.
 - Notwithstanding the foregoing, the Parties acknowledge that the nature of the services to be performed under this Contract may require the Bidder's personnel to be present on premises of the Purchaser or may require the Bidder's personnel to have access to computer networks and databases of the Purchaser while on or off premises of the Purchaser.
 - It is understood that it would be impractical for the Purchaser to monitor all information made available to the Bidder under such circumstances and to provide notice to the Bidder of the confidentiality of all such information.



- Therefore, the Bidder agrees that any technical or business or other information of the Purchaser that the Bidder's personnel, sub-Bidders, or agents acquire while on the Purchaser premises, or through access to the Purchaser computer systems or databases while on or off the Purchaser premises, shall be deemed Confidential Information.
- Confidential Information shall at all times remain the sole and exclusive property of the disclosing Party. Upon termination of this Contract, Confidential Information shall be returned to the disclosing Party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the Parties. Nothing contained herein shall in any manner impair rights of the Purchaser in respect of the Systems, Services, and Documents etc.
- In the event that any of the Parties hereto becomes legally compelled to disclose any Confidential Information, such Party shall give sufficient notice to the other Party to enable the other Party to prevent or minimize to the extent possible, such disclosure.
- Neither party shall disclose to a third party any Confidential Information or the contents of this Contract without the prior written consent of the other Party.
- The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving Party applies to its own similar confidential information but in no event less than reasonable care.
- The obligations of this Clause shall survive the expiration, cancellation or termination of this Contract. The provision of this clause shall survive termination of the Contract till such Confidential Information enters public domain.

38. TERM AND EXTENSION OF THE CONTRACT

The term of the Contract shall be for a period of 6 (Six) years, which includes:

For Software: - 1 year implementation + 1 year Warranty + 4 years AMC/ATS from the date of acceptance of First Purchase Order (PO) / Contract date whichever is earlier.

For Hardware: - Successful delivery and installation + 3 years Warranty + 2 years AMC/ATS The rate contract may be extended after expiry of the mentioned contract period.

The Purchaser shall reserve the sole right to grant any extension to the term above mentioned and shall

notify in writing to the Bidder, at least 1 (One) month before the expiration of the term hereof, whether it will grant the Bidder an extension of the term. The decision to grant or refuse the extension shall be at the discretion of Bank.

39. CONFLICT OF INTEREST

Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process.



Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification The Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Performance Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Bank under the Bidding Documents and/ or the Concession Agreement or otherwise.

Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

- i. where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
- ii. subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

A constituent of such Bidder is also a constituent of another Bidder; or

Such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

Such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Bid of either or each other; or

Such Bidder or any Associate thereof has participated as a consultant to the Bank in the preparation



of any documents, design or technical specifications of the Project.

40. FRAUD & CORRUPT PRACTICES

The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the Bidding Process.

Without prejudice to the rights of the Bank, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt / fraudulent / coercive / undesirable or restrictive practices during the Bidding Process, such Bidder shall not be eligible to participate in any RFP issued by the Bank during a period of 2 (two) years from the date if such Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.

For the purposes of this Clause, the following terms shall have the meaning hereinafter, respectively assigned to them:

- i. **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the Bidding Process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case maybe, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project;
- ii. **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- iii. **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- iv. **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and



- v. “**Restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

41. TERMINATION

The Purchaser may, terminate this Contract by giving the Bidder a prior and written 30 (thirty) days’ notice indicating its intention to terminate the Contract under the following circumstances:

- i. Where it comes to the Purchaser’s attention that the Bidder (or the Bidder ‘steam) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of the Bidder’s Bid or Contract.
 - ii. The bidder goes into liquidation voluntarily or otherwise.
 - iii. Where the Bidder’s ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Bidder, any failure by the Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the Bidder or the happening of any such events that are averse to the commercial viability of the Bidder. In the event of the happening of any events of the above nature, the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor Bidder, and to ensure business continuity.
- a. **Termination for Insolvency:** The Purchaser may at any time terminate the Contract by giving written notice of 30 (thirty) days to the Bidder, without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
 - b. **Termination for Default:** The Purchaser, without prejudice to any other right or remedy for breach of Contract, by a written notice of default sent to the Successful Bidder / Vendor, may terminate the Contract in whole or in part.
 - c. **Termination for Convenience:** Notwithstanding the provisions of the Contract and/or the Bid Documents, the Purchaser at its sole discretion and without prejudice to any other right or remedy and without assigning any reasons, by written 30 days’ notice sent to the Bidder, 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 Purchaser’s convenience, the extent to which performance of the Bidder under and in accordance with the Contract is terminated, and the date upon which such termination becomes effective.

After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract or breaches any terms and conditions, 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.

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.

The payments will be made for all services rendered up to the date the termination becomes effective, at the contracted terms and prices.

42. CONSEQUENCE OF TERMINATION

- In the event of termination of this Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise] the Purchaser 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 project which the Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the successor Bidder to take over the obligations of the erstwhile Bidder in relation to the execution/continued execution of the scope of this Contract.
- In the event that the termination of this Contract is due to the expiry of the term of this Contract / a decision not to grant any (further) extension by the Purchaser, the Bidder here in shall be obliged to provide all such assistance to the successor Bidder or any other person as may be required and as the Purchaser may specify including training, where the successor(s) is a representative/personnel of the Purchaser to enable the successor to adequately provide the Services hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.
- Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the Bidder or due to the fact that the survival of the Bidder as an independent corporate entity is threatened/has ceased, the Purchaser shall pay the Bidder for that part of the equipment procured which have been authorized by the Purchaser and satisfactorily performed by the Bidder up to the date of termination, without prejudice any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the Bidder as may be required to offset any direct losses caused to the Purchaser as a result of any act/omissions of the Bidder. In case of any loss or damage due to default on the part of the Bidder in performing any of its obligations with regard to executing the scope of work under this Contract [as laid down in the Service Specifications,] the Bidder shall compensate the Purchaser for any such direct loss, damages or other costs, incurred by the Purchaser. (The Bidder shall not be liable for any indirect or consequential losses).
- Additionally, the sub Bidder / other members of its team shall continue to perform all its obligations and responsibilities under this Contract in an identical manner as were being performed hitherto before in order to execute an effective transition and to maintain business continuity.
- All third Parties shall continue to perform all/any functions as stipulated by the Purchaser and as may be proper and necessary to execute the Services under the Contract in terms of the Bidder's Bid and this



Contract.

- Nothing herein shall restrict the right of the Purchaser to invoke the 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 the Purchaser under law or otherwise.
- The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Contract that are expressly or by implication intended to come into or continue in force on or after such termination. Termination survives the Contract. In the event of termination of this Contract for any reason whatsoever, The Bank shall have the right and it may publicize such termination to caution the customers/public from dealing with the Successful Bidder.

43. PUBLICITY

The Bidder is not permitted to make any public announcement or media release about any aspect of this Contract unless the Purchaser first gives the Bidder its prior written consent.

44. NO ASSIGNMENT

The Contract cannot be transferred or assigned by the Bidder without the prior written approval of the Purchaser.

45. RELATIONSHIP BETWEEN THE PARTIES

Nothing in this Contract constitutes any fiduciary relationship between the Purchaser and Bidder/Bidder's Team or any relationship of employer - employee, principal and agent, or partnership, between the Purchaser and Bidder. No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Contract. The Purchaser has no obligations to the Bidder's team except as agreed under the terms of this Contract.

46. ENTIRE CONTRACT

The terms and conditions laid down in the Bid and all its Annexures thereto as also the Bid document and any attachments / annexes thereto shall be read in consonance with and form an integral part of this Contract. This Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.

47. JURISDICTION OF COURT

Subject to Clause 19 (Dispute Resolution), this RFP / Contract shall be interpreted in accordance with the laws of the Union of India and shall be subject to the exclusive jurisdiction of courts at Muzaffarpur to determine any proceeding in relation to this Contract. These provisions shall survive the Contract.

48."NO CLAIM" CERTIFICATE

The Bidder shall not be entitled to make any claim, whatsoever against the Purchaser, under or by



virtue of or arising out of, this Contract, nor shall the Purchaser entertain or consider any such claim, if made by the Bidder after he shall have signed a “No claim” certificate in favor of the Purchaser in such forms as shall be required by the Purchaser after the works, Services/Systems are finally accepted.

In case the Bidder has any other business relationship with the Purchaser, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this Contract to the Bidder for any payments receivable under and in accordance with that business.

49. COMPLETION OF CONTRACT

Unless terminated earlier, the Contract shall terminate on the successful completion of the Service Period as specified in the Contract.

50. PENALTY

The penalties for any non-compliance under the RFP / Bid Documents and the Contract are defined under Section – 1.

51. INSURANCE

- The Bidder shall:
 - i. take out and maintain at their own cost but on terms and conditions approved by Purchaser, insurance against the risks, and for the coverage, as shall be specified below.
 - ii. at the Purchaser’s request, provide evidence to the Purchaser showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
- Third party liability insurance with a sufficient coverage for the period of the Contract. Professional liability insurance, with a minimum coverage equal to estimated remuneration and reimbursable.
- Employer's liability and workers' compensation insurance in respect of the personnel of the Bidder, in accordance with the relevant provisions of the applicable law, as well as, with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate; and Insurance against loss of or damage to (i) equipment(s) / software purchased in whole or in part with funds provided under this Contract or otherwise, (ii) the Bidder’s property used in the performance of the Services, and (iii) any documents prepared by the Bidder in the performance of the Services.
- The Bidder shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Purchaser. All obligations of the Bidder under the Contract / Bid Documents survive the Contract / Bid Documents, subject to the provisions stipulated therein.
- Appropriate insurance to cover the System(s) for the transit period till the time of its delivery, installation/testing and acceptance by the Purchaser at the respective site is to be taken by the Bidder.

52. 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.

53. FORCE MAJEURE

The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the parties, i.e. Force Majeure.

For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the parties, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable due to which performance of contract becomes impossible but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation.

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

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

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



SECTION 3

1. TECHNICAL BID FORM (ANNEXURE-1)

(To be included in Technical Bid Envelope)

Date: _____ (DD/MM/2024)

To

General Manager
Information Technology Department
Uttar Bihar Gramin Bank
Sharma Complex, Kalambagh Chowk
Muzaffarpur – 842001

Dear Sir,

After going through the Bid Documents, the receipt whereof is hereby duly acknowledged, we the undersigned, absolutely, unconditionally and irrevocably offer Supply, installation, implementation & Maintenance of Loan Management System (LMS) for the Bank Branches in conformity with the said Bid Documents.

If our Bid is accepted, we agree and undertake that, to deliver and commission the Services in accordance with the delivery schedule specified in the schedule of requirements.

If our Bid is accepted, we will obtain bank guarantee for a sum equivalent to 10% (Ten percent) of the value of Contract for the due performance and observance of the Contract, in the form and manner prescribed by and to the satisfaction of The Bank.

We agree and undertake to abide by the bid terms of Bank including the rates quoted therein for the orders awarded by Bank up to the period prescribed in the Bid, which shall be final and conclusive and remain binding upon us.

We agree and undertake to supply upgraded model of the product in case of technological obsolescence / non- availability of contracted product/model. The supply of upgraded product, subject to the Bank's approval, will be at the same contracted price as the obsolete model.

Until a formal contract is finalized and executed, this Bid Documents, together with relevant documents as amended, modified, supplemented, revised, modified by addendum, etc., if any, at the sole discretion of Bank duly initiated/executed shall constitute a binding Contract between us.

We agree and undertake that, in competing for (and, if the Bidis accepted by you) the above contract, we will strictly observe the laws inter alia, in particular, against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988" and similar laws and also strictly abide by and observe all applicable laws.

We agree and confirm that you are not bound to accept the lowest or any Bid you may receive and you also have the right to issue/re-commence the Bid. Any decision in this regard by you shall be final and binding on us.



We enclose a demand draft / pay order of **Rs.20,00,000 /- (Rupees Twenty Lacs Only) towards** EMD, in favor of " Uttar Bihar Gramin Bank " drawn on , _____Branch payable at Muzaffarpur.

We understand that the EMD will be refunded after the Bidder signing the Contract and furnishing of the Performance Bank Guarantee in case of successful Bidder and not later than 30 days after the expiration of period of tender validity for unsuccessful Bidders. We have noted that Bid Security shall not carry any interest.

Dated this _____ Day of _____ 2024

Sign Name:

Designation:

(Company

Seal)



2. COMMERCIAL BID (ANNEXURE-2)

(To be included in Commercial Bid Envelope)

Date: _____(DD/MM/2024)

To
 General Manager
 Information Technology Department
 Uttar Bihar Gramin Bank
 Sharma Complex, Kalambagh Chowk
 Muzaffarpur – 842001

Dear Sir,

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, submit our **Commercial Bid** in conformity with the said RFP documents:-

COMMERCIAL BID

Tables	Particulars for TCO	Cost
A	Price of Software for implementation of Loan Management System (LMS)	R
B	Year-wise ATS charges (After Warranty Period for LMS)	S
C	Year-wise Facility Management (Onsite Technical/Solution Support)	T
D	License cost of Operating System, Database, Middleware and others	U
E	ATS cost of Operating System, Database, Middleware and others	V
F	Cost of Hardware components (Bill of Material)	W
G	Escrow Management Cost	X
H	Price of Integration Cost of LMS with Internal and External systems	Y
I	API Features	Z

Total Cost of Ownership Calculation -

Sr. No	Parameters	Cost (in Rs.)
1	Total R+S+T+U+V+W+X+Y+Z	
2	Per Man Day Rate (R)* 100 (No. of days)	
	TOTAL COST OF OWNERSHIP FOR DETERMINATION OF L1	

Note- 100 number of man days above are indicative for TCO purpose only and actual number of days shall be as per business requirement of the bank. The effort estimation for any change request shall be calculated as per Bank's existing FPA (Functional Point Analysis) methodology.



TABLES

Table-A Price of Software for implementation of Loan Management System (LMS) for Primary Site (DC), DR site and UAT/Training						(Amount in Rs)	
S. No	Item	License Cost	Implementation Cost	Total cost			
		(A)	(B)	(A+B)			
1	Loan Management System (LMS) (includes module cost, System integration cost, installation, implementation, configuration, customization, testing charges and data migration charges).						
1.1	MSME Lending Module						
1.2	Online MSME LMS Module						
1.3	MSME Mobile/Tab Application Solution						
1.4	Retail Lending Module						
1.5	Retail Mobile/Tab Application solution						
1.6	Online Retail LMS Module						
1.7	Agriculture Lending Module						
1.8	Online Agriculture Module						
1.9	Agri Mobile/Tab application Solution						
1.10	Credit Monitoring System						
1.11	Early Warning Signals Module						
1.12	NPA Management Module						
1.13	Others (if any, specify)						
Total Cost (R)						XXXXXX	
Table-B: Year-wise ATS charges (After Warranty Period for LMS) for Primary Site (DC), DR site and UAT/Training							(Amount in Rs)
Sl. No.	Item(S)	2 nd Year	3 rd Year	4 th Year	5 th Year	Total Cost	
		(A)	(B)	(C)	(D)	(A+B+C+D)	
ATS charges for Loan Management System (LMS) application.							
1	MSME Lending Module						
2	Online MSME LMS Module						
3	MSME Mobile/Tab Application Solution						
4	Retail Lending Module						



5	Retail Mobile/Tab Application solution						
6	Online Retail LMS Module						
7	Agriculture Lending Module						
8	Online Agriculture Module						
9	Agri Mobile/Tab application Solution						
10	Credit Monitoring System						
11	Early Warning Signals Module						
12	NPA Management Module						
13	Others (if any, specify)						
Total Cost (S)							XXXXX

Table-C: Year-wise Facility Management (Onsite Technical/Solution Support)				(Amount in Rs)			
Sl.	Item(S)	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	Total Cost
No.		(a)	(b)	(c)	(d)	(e)	(a+b+c+d+e)
1	Facility Management (Onsite Technical Support) Two L2 and Two L1 resources from GO-LIVE of Modules						
Total Cost (T)							XXXXX

Break-up -

Sl.	Level & No. of Resources	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	Total Cost
No.		(a)	(b)	(c)	(d)	(e)	(a+b+c+d+e)
1	L1 - 2 resources						
2	L2 - 2 resources						
TOTAL							XXXXX

Table D: License cost of Operating System, Database, Middleware and others for Primary Site (DC), DR site and UAT/Training

S. No	Item	License Cost	Implementation Cost (if any)	Total cost
		(A)	(B)	(A+B)
1	Database Licenses*			
2	Operating System Licenses			
3	Middleware Licenses			
4	Backup Solution licenses			
5	Others, if any			
Total Cost (U)				XXXX

*As Bank is already having ORACLE EULA license, hence it is preferable to utilize the Bank's available licenses (only provide no. of core/licenses proposed with proper justification). Maintenance of Oracle Database should be done by the successful bidder.

No. of cores required	
-----------------------	--



Table E: ATS cost of Operating System, Database, Middleware, Backup Solution and others (After Warranty period for Operating System, Database, Middleware and others) for Primary Site (DC), DR site and UAT/Training

			2 nd Year	3 rd Year	4 th Year	5 th Year	Total Cost
Sl. No.	Item(S)	Description	(a)	(b)	(c)	(d)	(a+b+c+d)
1	Database						
2	Operating Systems						
3	Middleware						
4	Backup Solution						
5	Others, If any						
Total Cost (V)							XXXXX

Table F: Cost of HARDWARE COMPONENTS for Primary Site (DC), DR site and UAT/Training

S.No	Item	Unit Price	Quantity	Cost including warranty period of 3 years	AMC/ATS (2 Years)		Total (i)+(ii) + (iii)
					3 rd Years (i)	4 th year (ii)	
1	Server						
1.1	Database Server						
1.2	Application Server						
1.3	Web Server						
1.4	Database Server - UAT /Training						
1.5	Application Server - UAT /Training						
1.6	Web Server - UAT /Training						
1.7	Any other (Please specify)						
2	Network Equipment						
2.1	Firewall/ L3 Switches/ L2 switches/ Routers etc.						
2.2	Any other (Please specify)						
3.	Storage						
	Any other (Please specify)						
4.	Backup Solution (Tape Library, Data Cartridge & Cleaning Cartridge) - Give details of Tape procurement for project period						
5	Any other (Please specify)						
Total Cost (W)							XXXX



Table G: Escrow Management Cost (Amount in Rs.)						
Sl.NO	Items and Description	2 nd Year	3 rd Year	4 th Year	5 th Year	Total Cost
		(a)	(b)	(c)	(d)	(a+b+c+d)
1	Escrow management Cost					
Total Cost (X)						XXXXX

Table H: Price of Integration Cost of LMS with Internal and External systems (Valid for Contract Period) for Primary Site (DC), DR site and UAT/Training		
Sl.NO	Agency	Integration Cost (Amount in Rs.)
1.	Jan Samarth	
2.	CIBIL Individual and Commercial	
3.	Experian	
4.	CRIF	
5.	Equifax	
6.	CERSAI (with Cersai push)	
7.	Finacle Core Banking Solution	
8.	Data Ware housing system	
9.	RBI Defaulters List	
10.	Stand up <i>India portal</i>	
11.	UIDAI	
12.	ITR Verification	
13.	One time setup cost for FinTech APIs (If Any)	
14.	Other Integrations Cost (If Any) (Specify)	
Total Cost (Y)		XXXXX



Table I: API Features** (Valid for Contract Period)		Cost per API & Setup Cost (in Rs.)
Sl. No.	MCA	
1	Search API/Year	
2	Consolidated Basic Data API	
3	Detailed Data API/Company	
4	Update API/Company	
	GST	
5	GST No. Search	
6	GST returns 2 years from portal - Per GST ID	
	KYC	
7	Driving License	
8	PAN	
9	Voter	
10	Passport	
11	Aadhar	
	Other Verifications	
12	NREGA Job Card	
13	Udhyog Aadhar	
14	FSSAI License Authentication	
15	FDA License Authentication	
16	ICAI Membership	
17	ICSI Membership	
18	ICWAI Membership Authentication	
19	ICWAI Firm Authentication	
20	PNG Authentication	
21	Electricity Bill	
22	Telephone Bill	
23	LPG ID Authentication	
24	EPF UAN Authentication	
25	EPF UAN Lookup	
26	Form 16	
27	Form 16 (Quarterly TDS Status)	
28	ITR - V (Acknowledgement)	
29	Court Cases across India	
30	Shop & Establishment Certificate	
31	MCI	
32	TAN Authentication	
33	Negative Terror Lists - UN, NIA, Interpol	
34	Negative Lists - SEBI / RBI	
35	Bank Account Verification	



36	Vehicle RC	
	Bank Statement Analysis	
37	Digital PDF	
38	Scanned Document	
	Income Tax Returns	
39	ITR Analysis	
40	ITR verification	
	Financial Statement Analysis	
41	Digital PDF/XML	
42	Scanned Document	
	Digital Contracts	
43	Digital Signature using e-sign	
44	Digital Stamping	
Total Cost (Z)		XXXXX
<p>**these are indicative list of APIs which bank may consider for integration based on the requirements. However, vendor should support integration of APIs which may be required by bank in future. The Bank should have freedom/preference to negotiate with the required aggregators regarding rate & other credentials. The vendor should integrate with aggregators to enable the Bank as per the specifications required by the Bank.</p>		



Hardware availability at Bank

Vendor needs to provide hardware along with software



OPTIONAL COST -

Tab Specifications for Mobility –

Best Supported TAB device	Preferred Tab device
Best Supported TAB device Specifications	RAM Specifications Etc.
Additional Features required	Camera Specifications Etc.
Best supported Mobile Device	Screen size etc.

The indicative quantity for high-end scanners – 10; Branch Scanners – 20, Tab Devices – 100. The Bidder has to provide specifications as under –

- A) Scanner Specifications for Centralized Processing Centers/Back offices
- B) Scanner Specifications for Branch locations

However, Bank reserves the right to place the order in phases or such quantity in multiples based on requirements.

Tab Specifications, Scanner Specifications, SSL Certificate etc. and other requirements which the vendor feels are required to be provided, can be included as a separate format, as given below –

Sr. No.	Specifications	Unit Price

Buyback of existing Infrastructure –

The Bidder has to quote for the buyback of the existing Hardware; details of existing software/hardware of the Bank are given below –

We declare that all the terms & conditions as per the RFP are agreeable to us.

Date: _____ (_____)

Place: _____ **(Signature with office stamps)**

Note:-

- i. Prices quoted should be exclusive of all applicable taxes such as GST.
- ii. ALL other Taxes / Duties / levies and charges for packing, forwarding, freight, transit insurance, loading and unloading, should be included in the Bid price.
- iii. Applicable taxes would be deducted at source, if any, as per prevailing rates.
- iv. In case of discrepancy between unit price and total price, the unit price shall prevail.
- v. In case of discrepancy between figures and words, the amount in words shall prevail.
- vi. The Price break-up should indicate the unit rate of all the components listed in final commercial



quotes and submitted as per above format.

- vii. The Bank reserves the right to accept any bid, and to annul the bid process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected bidder or bidders of the grounds for The Bank action. Any decision in these regards by The Bank shall be Final, conclusive and binding on the bidder.

We declare that all the terms & conditions as per the RFP are agreeable to us.

(Signature)

(Name of the signatory) (In the capacity of)

Duly authorized to sign Bid for and on behalf of (Company Seal)

Date:

Place

:



3. FORMAT OF POWER-OF-ATTORNEY (ANNEXURE – 3)

(On Stamp Paper of relevant value)

POWER OF ATTORNEY

Know all men by these presents, we M/s , (name of the Bidder and its address) do hereby appoint and authorize Shri (full name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for , in response to the RFP (Request for Proposal) floated by The Bank (hereinafter referred to as Uttar Bihar Gramin Bank & Uttar Banga Kshetriya Gramin Bank), including signing and submission of all documents and providing information/responses to The Bank in all matters in connection with our Bid.

We hereby agree, declare and undertake that all the acts, deeds and things lawfully done by our said attorney shall be construed as acts, deeds and things done, performed and executed by us and we hereby agree to ratify and confirm all acts, deeds and things lawfully done by our said attorney pursuant to this irrevocable Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this _____ day of

_____ 2024 For or on behalf of M/s _____

(Authorized Signatory)
(Name, Designation and Address)

Accepted

(Authorized Signatory)
(Name, Title and Address of the Attorney)

Date:

Witnesses:

Table with 2 columns for witness details: 1) (Name, Signature & Address) and 2) (Name, Signature & Address)

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder. In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.



4. UNCONDITIONAL ACCEPTANCE OF TERMS & CONDITIONS OF THE RFP (ANNEXURE – 4)

(To be submitted on the Company's Letter Head)

Date: _____ (DD/MM/2024)

To

General Manager
Information Technology Department
Uttar Bihar Gramin Bank
Sharma Complex, Kalambagh Chowk
Muzaffarpur – 842001

Dear Sir,

Reference: Proposal (RFP) for Supply, Installation and Implementation of Loan Management System (LMS) for Retail, Agriculture, MSME, Credit Monitoring, EWS and NPA Management Modules

This is to confirm that we absolutely & unconditionally accept all the terms and conditions (including scope of work) as mentioned in various parts of the said RFP/Bid Document floated by Uttar Bihar Gramin Bank regarding Proposal (RFP) for Supply, Installation, Implementation of Loan Management System for Retail, Agri, MSME, Credit Monitoring, EWS and NPA Management Modules.

(Authorized
Signatory) Name of
the signatory
Designation
(Company Seal)



5. SELF DECLARATIONS (ANNEXURE-5)

(Undertaking to be submitted on Bidder Company's Letter Head)

Date: _____ (DD/MM/2024)

To
General Manager
Information Technology Department
Uttar Bihar Gramin Bank
Sharma Complex, Kalambagh Chowk
Muzaffarpur – 842001

Dear Sir,

We, _____ (name and designation) on behalf of M/s _____ having its registered office at _____ have submitted a Bid proposal to Uttar Bihar Gramin Bank for _____ in response to the Request for Proposal (RFP) dated _____ (DD/MM/2024) issued by Uttar Bihar Gramin Bank.

- i. We are duly authorized persons to submit this undertaking.
- ii. We have read and understood the aforesaid RFP and we hereby convey our absolute and unconditional acceptance to the aforesaid RFP.
- iii. We do not have any business relationship with the Bank including its directors and officers, which may result in any conflict of interest between the Bank and us. We shall on occurrence of any such event immediately inform the concerned authorities of the same
- iv. We have submitted our Bid in compliance with the specific requirements as mentioned in this RFP.
- v. We have provided with all necessary information and details as required by the Bank and shall provide with such additional information's may be required by The Bank from time to time.
- vi. Neither we nor any of our employee / director has been barred from providing the Services nor are we in negative list/blacklisted by any public sector banks, statutory or regulatory or investigative agencies in India or abroad in the last 5 years.
- vii. There are no vigilance and / or court cases pending against us / company and no inquiry or investigation pending against us from any statutory regulatory and/or investigation agency.
- viii. All the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with. We have gone through all the conditions of Bid and are aware that we would be liable to any punitive action in case of furnishing of false information / documents.
- ix. We also undertake that; we were/are never involved in any legal case that may affect the solvency / existence of our organization or in any other way that may affect capability to provide / continue the services to bank.



It is further certified that we have not modified or deleted any text/matter in this RFP / Bid Document. Dated this_day of _____2024

(Authorized Signature)

(Company Seal)

Name: Shri _____

In the capacity of

Duly authorized to sign bids for and on behalf of: M/s



6. MANUFACTURERS AUTHORIZATION FROM OEM (ANNEXURE - 6)

Date: _____ (DD/MM/2024)

To

General Manager
Information Technology Department
Uttar Bihar Gramin Bank
Sharma Complex, Kalambagh Chowk
Muzaffarpur – 842001

Dear Sir,

Reference: Request for Proposal (RFP) for Supply, Installation and Implementation of Loan Management System (LMS) for Retail, Agri, MSME, Credit Monitoring, EWS and NPA Management Modules

We _____ (**OEM Vendor**) of _____ product / service / solution hereby authorize **M/s. _____ (Successful Bidder / Vendor Name)** to offer their quotation, negotiate and conclude the contract with you against the above invitation for the Bid.

We also extend our back to back service support and assurance of availability of our equipment and their components as per terms and conditions of the tender, to **M/s. _____ (Vendor Name)** during the contract period.

Dated at _____ this _____ day of _____ 2024.

Signature :
Name :
Designation :
Company seal
:



7. CONTRACT FORM (ANNEXURE - 7)

(Submitted by the successful bidder as per Bihar Stamp Duty Act)

THIS AGREEMENT made at

the day of two thousand twenty four between 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 called "the Purchaser" which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and assigns) of the ONE PART and M/s

_____ (Name of Successful Bidder of

_____) (Please specify the registered office of the Successful Bidder) (Hereinafter called "the Vendor" which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors) of the OTHER PART;

The Purchaser and Vendor are hereinafter collectively referred to as "Parties" and individually as Party-

WHEREAS the Purchaser vide RFP No. XXXXXXXXXXXXXXXX (the RFP) invited bids for Supply, Installation and Implementation of Loan Management System for Retail, Agri and MSME Products (Brief Description of Services) and has accepted a bid by the Vendor for rendering of the Services for the sum of Rs. _____/- (Rupees _____ only) (Contract Price in Words and Figures) (Hereinafter called "the Contract Price").

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

- 1) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the RFP / Conditions of Contract referred to.
2) The signed original copy of the RFP no. , dated DD/MM/2024 submitted by the vendor with the purchaser shall form an integral part of this contract form and shall be read in conjunction with this contract form.
a. The parties hereto by way of abundant precaution do hereby agree, admit & declare that all the contractor's representations, warranties & undertakings recorded in the RFP shall be deemed to be incorporated and adopted herein by reference to constitute and form an integral part of this contract form.
b. Each of their presentations, warranties and undertakings of the contractor contained in the RFP shall be deemed to have been made as of the date hereof. In consideration of the payments to be made by the Purchaser to the Contractor as here in after mentioned, the Contract or here by agrees and covenants with the Purchaser to provide/render the Services and to remedy defects, if any therein,



strictly in conformity in all respects with the provisions of the Contract.

- 3) In consideration of the payments to be made by the Purchaser to the Contractor as hereinafter mentioned, the Contractor hereby agrees and covenants with the Purchaser to provide/render the Services and to remedy defects, if any there in, strictly in conformity in all respects with the provisions of the Contract.
- 4) The Purchaser hereby agrees and covenants to pay the Contractor in consideration of the rendering of the Services, furnish necessary undertakings, guarantees and also to remedy defects, if any therein, the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day, month and year first above written.

Signed and Delivered by the

within named Signature:

Name: _____

Date: _____ (DD/MM/2024) IN

THE PRESENCE OF

<p>1. Signature</p> <p>Name: _____</p> <p>Address: _____</p>	<p>2. Signature</p> <p>Name: _____</p> <p>Address: _____</p>
--	--

Signed and Delivered by the within named

M/s _____ Date: _____ (DD/MM/2024)

IN THE PRESENCE OF:

<p>1. Signature</p> <p>Name: _____</p> <p>Address: _____</p>	<p>2. Signature</p> <p>Name: _____</p> <p>Address: _____</p>
--	--



8. FORMAT FOR PERFORMANCE BANK GUARANTEE (ANNEXURE - 8)

(To be submitted by the Successful Bidder)

(Two Separate PBG to be issued separately for both RRBs)

To

General Manager
Information Technology 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 Head Office at Sharma Complex, Kalambagh Chowk, Muzaffarpur (Bihar), PIN – 842001 (hereinafter referred to as “Bank”) having agreed to purchase ----- (hereinafter referred to as “Goods”) 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 ----- 2024 at Mumbai.

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



9. NON-DISCLOSURE AGREEMENT (ANNEXURE –9)

(To be submitted by the Successful Bidder On Rs.1000/- stamp paper)

This Non-Disclosure Agreement entered into at _____ this _____ day of _____ two thousand twenty four (2024)

BETWEEN

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 called “the Purchaser/Bank” which expression shall unless it be repugnant to the subject, context or meaning thereof be deemed to mean and include its successors and assigns) of the

ONE PART

AND

M/s _____ (Name of Vendor) of _____ (Please specify the registered office of the Vendor) (Hereinafter called “the Vendor/Contractor” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and permitted assignees) of the **OTHER PART**;

WHEREAS, Bank called for the bids for engagement of Bidder for **Supply, Installation and Implementation of Loan Management System for Retail, Agri, MSME, Credit Monitoring, EWS and NPA Management modules** for use at branches/Offices/Other locations of the Bank. M/s__ (hereinafter referred to as “Bidder”), after going through the Bid Documents and being interested to act as Vendor and provide the services for product / service / solution for Central Bank Of India Sponsored RRBs (UBGB & UBKGB) branches/offices/other locations has submitted its bid hereafter referred to as the “Services”.

WHEREAS, the vendor is aware and confirms that the information, data, drawings and designs, and other documents made available in the Bid Documents / the Contract and thereafter regarding the Services as furnished by the vendor in their Request For Proposal or otherwise and all the Confidential Information under the Bid Documents/the Contract is privileged and strictly confidential and/or proprietary to Bank,

NOW THEREFORE, in consideration of the foregoing, the vendor agrees to all of the following conditions, for Bank, to grant the vendor specific access to Bank’s property/information and other data.

In connection with this Agreement,

“Confidential Information” means all intellectual property information; technical or business information or material not covered; proprietary or internal information related to the current, future and proposed products or services of the Parties including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Bank provide regarding third parties; information disclosed pursuant to RFP & other documents; documents, accounts, business plans, information or documents whatsoever, concerning business, policies, strategy, property, contracts, trade secrets, transactions, or interested parties of Central Bank Of India or its Subsidiaries or its Sponsored RRBs Affiliates and/or any other information whether disclosed to the other Party in oral, graphic, written, electronic or machine



Readable form, and whether or not the information is expressly stated to be confidential or marked as such, all Trade Secrets and other proprietary information including but not , to customer list, financial information, and pricing information.

It is hereby agreed as under:

- a) The parties agree that they shall hold in trust any Confidential Information received by either party, under this Contract, and the strictest of confidence shall be maintained in respect of such Confidential Information. The parties also agree and undertake to:
 - i. maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;
 - ii. make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;
 - iii. restrict access and disclosure of confidential information to such of their employees, agents, vendor, and contractors strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
 - iv. Treat Confidential Information as confidential for a period of five (5) years from the date of receipt. In the event of earlier termination of this Contract, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such termination.
- b) Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30(thirty) days of such disclosure. Confidential Information does not include information which:
 - i. the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
 - ii. is independently developed by the recipient without breach of this Contract;
 - iii. is the public domain;
 - iv. is received from a third party not subject to the obligation of confidentiality with respect to such information;
 - v. is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient.

- c) Notwithstanding the foregoing, the parties acknowledge that the nature of the Services to be performed under this Contract may require the vendor's personnel to be present on premises of Bank or may require the vendor's personnel to have access to computer networks and databases of Bank while on or off premises of Bank. It is understood that it would be impractical for Bank to monitor all information made available to the vendor's personnel under such circumstances and to provide notice to the vendor's of the confidentiality of all such information. Therefore, the vendor agrees and undertakes that any technical or business or other information of Bank that the vendor's personnel, or agents acquire while on Bank premises, or through access to Bank computer systems or databases while on or off Bank premises, shall be deemed Confidential Information.
- d) Confidential Information shall at all times remain the sole and exclusive property of the disclosing party.



Upon termination of this Contract, confidential information shall be returned to the disclosing party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the parties. Nothing contained herein shall in any manner impair or affect rights of Bank in respect of the Confidential Information.

- e) In the event that any of the parties hereto becomes legally compelled to disclose any Confidential Information, such party shall give sufficient notice to the other party to enable the other party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Contract without the prior written consent of the other party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving party applies to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of this Contract.
- f) The provisions hereunder shall survive termination of the Contract.

Vendor

Uttar Bihar Gramin Bank

Name of the signatory

Authorized Signatory

Designation

Company Seal



10. DEED OF INDEMNITY (ANNEXURE - 10)

(To be submitted by the Successful Bidder on Rs.1000/- stamp paper)

This Deed of Indemnity executed at Muzaffarpur on the _____ day of _____ two thousand twenty four by M/s _____ <insert name of the Successful Bidder> (hereinafter referred to as “the Obligor” which expression shall unless it be repugnant to the context, subject or meaning thereof, shall be deemed to mean and include successors and permitted assigns);

IN FAVOUR OF

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 “Bank” which expression shall, unless it be repugnant to the subject or context or meaning thereof, be deemed to mean and include its successors and assigns)

Now, the Bank and Successful Bidder wherever the context so permits, shall hereinafter collectively refer to as the “Parties” and individually as a “Party”.

WHEREAS, Bank vide RFP No. _____ dated DD-MM-2024 called for the bids for engagement of Vendor for **Supply, Installation and Implementation of Loan Management System (LMS) for Retail, Agri, MSME, Credit Monitoring, EWS and NPA Management Modules**. M/s _____ have been appointed as the Successful Vendor.

- 1) The Obligor has
 - a) offered to supply product / service / solution & provide / carry out their commissioning for existing and proposed new branches /offices/ other locations of Central Bank Of India Sponsored RRBs (UBGB & UBKGB) (“Services”) as inclusively stated under Service Level Expectations and Specifications Systems & Solutions;
 - b) represented and warranted that they have obtained all permissions, consents, licenses, registrations, confirmations, approvals from all authorities, both regulatory and non-regulatory, including statutory or otherwise, local, municipal, governmental, quasi-governmental, as are required under Applicable Laws for executing the Services to the Bank and also represented and covenanted that all above approvals shall remain in force during contract period;
 - c) represented and warranted that the aforesaid Services offered to Bank do not violate any provisions of the applicable laws, regulations or guidelines including legal and environmental. In case there is any violation of any law, rules or regulation, which is capable of being remedied the same will be got remedied immediately to the satisfaction of Bank;
 - d) represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such contract(s) with Bank;
- 2) Bank, relying and based on the aforesaid representations and warranties of the Obligor, has agreed to



avail the services of the Obligor on the terms and conditions contained in its Contract dated (DD/MM/2024) (the Contract) with the Obligor;

- 3) One of the conditions of the aforesaid Contract is that the Obligor is required to furnish an indemnity in favor of Bank indemnifying the latter against any loss, damages or claims arising out of any violations of the applicable laws, regulations, guidelines during the execution of its services to Bank over the contract period as also for breach committed by the Obligor on account of misconduct, omission and negligence by the Obligor.
- 4) In pursuance thereof, the Obligor has agreed to furnish an indemnity in the form and manner and to the satisfaction of Bank as hereinafter appearing;

NOW THIS DEED WITNESSETH AS UNDER:

In consideration of Bank having agreed to award the aforesaid contract to the Obligor, more particularly described and stated in the aforesaid Contract, the Obligor do hereby agree and undertake that:

1. The Obligor shall, at all times hereinafter, save and keep harmless and indemnified Bank, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against Bank by whomsoever and all losses, damages, costs, charges and expenses that Bank may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, guidelines, Intellectual Property Rights and also from the environmental damages, if any, which may occur during the contract period.
2. The Obligor further agrees and undertakes that the Obligor shall, during the Contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or municipal, statutory, regulatory and/or governmental authorities, as maybe required under the applicable laws, regulations, guidelines, orders framed or issued by any appropriate authorities.
3. The Obligor further agrees to provide complete documentation of all sub-systems, operating systems, systems software, utility software and other software, they are having. The Obligor shall also provide licensed software for all software services, whether developed by it or acquired from others for performing the obligations under the Contract. The Obligor shall also indemnify and keep indemnified Central Bank of India Sponsored RRBs (UBGB & UBKGB) against any levies / penalties / claims / demands litigations, suits, actions, judgments, and or otherwise on account of any default and or breach and or otherwise in this regard.
4. If any additional approval, consent or permission is required by the Obligor to execute and perform the Contract during the currency of the Contract, they shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.
5. The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case



irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Contractor the insolvency,

bankruptcy, re-organization, dissolution, liquidation or change in ownership of Bank or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge of or defense to an indemnifier.

6. The obligations of the Obligor under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Obligor from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to Bank).
7. This indemnity shall survive the aforesaid Contract.
8. Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the aforesaid Contract and or as stated above.
9. This indemnity shall be governed by, and construed in accordance with, the laws of India. The Obligor irrevocably agrees that any legal action, suit or proceedings arising out of or relating to any this indemnity may be brought in the Courts/Tribunals at Mumbai. Final judgment against the Obligor in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by suit on the judgment, a certified copy of which shall be conclusive evidence of the judgment, or in any other manner provided by law. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.
10. Bank may assign or transfer all or any part of its interest herein to any other person. Obligor shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of the Bank.

The words and expressions not specifically defined shall have the same meanings as are respectively assigned to them in the Bid Document.

IN WITNESS WHEREOF the Obligor has signed these presents on the day, month and year first above written.

(Signature)

Name of the Authorized Signatory

Designation Email id and Mobile no.

Company Seal

Place

Date



11. ACCEPTANCE CERTIFICATE (ANNEXURE-11)

(To be submitted by the Successful Bidder on installation of Loan Management System (LMS) for Retail, Agri, MSME, Credit Monitoring, EWS and NPA Management modules)

Date: _____(DD/MM/YYYY)

To,
M/s _____

(Name and Address of Successful Bidder)

Dear Sir,

Reference: Request for Proposal (RFP) for Supply, Installation and Implementation of Loan Management System (LMS) for Retail, Agri, MSME, Credit Monitoring, EWS and NPA Management modules

Subject: Certificate of Installation of LMS

Purchase Order No & Date

This is to certify that the Systems as detailed below have been received in good condition along with all the standard and special accessories (subject to remarks in para No.2) in accordance with the Contract/Specifications. The same have been installed and commissioned.

Sr. No.	Description	Quantity	Make & Model	Equipment Serial Number	Delivery Date	Installation Date

Details of services not yet supplied and recoveries to be made on that account:

Sr. No.	Description	Amount to be recovered

The Vendor has fulfilled his contractual obligations satisfactorily

* Or

The Vendor has failed to fulfill his contractual obligations with regard to the following:



- a) _____
- b) _____
- c) _____
- d) _____

The Vendor has fulfilled his contractual obligations satisfactorily*

The amount of recovery on account of non-render of Services/Systems is given under Para No. .

The amount of recovery on account of failure of the Contractor to meet his contractual obligations is as indicated in end or segment of the letter.

Signature:_____

Name:_____

Designation:_____

Strike out whichever is not applicable.

Explanatory notes for filing up the certificates:

- (a) It has adhered to the time schedule specified in the contract in dispatching/installing the systems/ manuals pursuant to Technical Specifications.
- (b) He has supervised the commissioning of the services in time i.e., within the period specified in the Contract from the date of intimation by the Purchaser in respect of the installation of the system.
- (c) Training of personnel has been done by the Contractor as specified in the Contract.
- (d) In the event of Manuals having not been supplied or installation and commissioning of the Services having been delayed on account of the Contractor, the extent of delay should always be mentioned.



12.LETTER FOR REFUND OF EMD (ANNEXURE-12)

Date: (DD/MM/2024)

To,
General Manager
Information Technology Department
Uttar Bihar Gramin Bank
Sharma Complex, Kalambagh Chowk
Muzaffarpur – 842001

Dear Sir,

Reference: Request for Proposal (RFP) for Supply, Installation and Implementation of Loan Management System (LMS) for Retail, Agri, MSME, Credit Monitoring, EWS and NPA Management Modules

We _____(Company Name) had participated in the RFP for **Supply, Installation and Implementation of Loan Management System for Retail, Agri, MSME, Credit Monitoring, EWS and NPA Management Modules** and are unsuccessful bidder.

Or

We _____(Company Name) had participated in the RFP for **Supply, Installation and Implementation of Loan Management System for Retail, Agri, MSME, Credit Monitoring, EWS and NPA Management Modules** and are successful bidder and we had submitted all the legal Documents.

Kindly refund the EMD submitted for participation. Details of EMD submitted are as follows:

Sr.No.	Bidder Name	Cheque/DD Number	Drawn on(Bank Name)	Amount Rs.

Bank details to which the money needs to be credited via NEFT are as follows:

1.	Name of the Bank with Branch	
2.	Account Type	
3.	Account Title	
4.	Account Number	
5.	IFSC Code	
6.	PAN no.	
7.	GST No:	

Signature:

Name :

Designation :

Company seal :



13. FUNCTIONAL AND TECHNICAL SPECIFICATIONS (ANNEXURE -13)

The Bank is interested in implementing an End-to-End (E2E) Loan Management System (LMS). The application will be implemented with role based access to users located at various Branches/ROs/Offices. There should not be any restriction on number of user licenses for any office/subsidiaries of the Bank.

The LMS is expected to support broad range of Loan products taking into account present and future requirements. Furthermore, the LMS should show adaptability to market dynamism whereby the system can be used to develop unique products suiting niche customer requirements. The objective of this document is to identify and finalize the functional requirements for LMS required by the Bank.

Prospective bidders are required to submit their responses against each functionality as follows in the column “Bidder Response”:

R (Readily Available)	If the functionality is Readily Available in them solution in the Core product.
C (Customizable)	The functionality is available and will be delivered after Complete Customization as part of the project.
D (To be Developed)	The functionality is unavailable but can be developed as part of the project
N (Not Available)	The functionality is unavailable and cannot be provided i.e. Not available.

Scores or Marks will be awarded as per following Matrix

Readily Available- (R)	Customizable (C)	To be developed (D)	Not available- (N)
3	2	1	0

Requirements listed in the following sections are not exhaustive and complete in all respects and may undergo change during preparation of “Requirement Document”. Certain requirements may be implicitly available in the product sought and hence might have been excluded from the Requirement List. Successful Bidder is required to offer the latest version of the product available and make necessary customizations as may be required after preparation of Requirement Document.

Vendor shall ensure to provide the latest version of application software, operating system, Middleware, Database, Anti-virus etc. and shall update/apply necessary patches for the version upgrade during the whole project period.



End to End (E2E) Loan Management System (LMS)

The Bank intends to implement a Comprehensive Credit Underwriting Solution for all its Business Verticals (Retail Credit, Agriculture Credit, MSME Credit, Credit Monitoring, Export/Import Credit, Recovery & Legal etc.)

The Solution - E2E (End to End) Loan Management System (LMS) includes

- **Loan Origination** (Lead Management, Due Diligence related Verifications/Validations, Processing, Sanctioning, Security Management – Primary/Collateral, Documentation, Loan A/c opening in CBS, Disbursement, Compliance tracking)
- **Collection/ Repayments Management**
- **Credit Monitoring /Delinquency Management**
- **EWS (Early Warning Signals)**
- **Rehabilitation & Restructuring**
- **NPA Management**
- **Interfaces with CBS**
- **Interfaces with Fintech Companies**
- **DMS (Document Management System)**
- **Audit Trail**
- **Channels – Mobile/Tab/Web Portal**
- **Technical Specifications**
- **MIS Support & Analytics based services**
- **Specific Features (Product & Workflow-specific features)**

The Software Solution being offered should have State of Art Technology with all contemporary features, facilities and Interfaces that are best in the Industry.

The Comprehensive E2E (End to End) Loan Management System (LMS) should have –

- 1) CBS Integration – Finacle 10.x and further upgrades
- 2) Integration with Data Warehouse
- 3) Integration with other Interfaces (Handheld devices – Mobile/Tab), Rating agencies, Aggregators, Fintech Companies etc.
- 4) DMS (Document Management System) to facilitate digital flow of documents seamlessly linking to loan accounts.
- 5) Capability for handling both Centralized and Standalone processing of loan applications in a Hub and Spoke model i.e. both at Central Processing Centre and Branches.
- 6) The Vendor is required to provide all the existing products of various Business Verticals like Retail, Agriculture, MSME, Credit Monitoring and Recovery.
- 7) Flexibility to add/modify/delete new products at Bank's level for parameterization independently without dependence on vendor.
- 8) Ability to perform Financial Analysis/Balance Sheet analysis/Rule Builder as per Bank's loan policy.
- 9) Provide all required IT Security features to safeguard Bank's IT ecosystem.
- 10) API Integration with Identity Verification agencies, Creditworthiness Assessment bodies, Account aggregators, Fintech companies etc.



The List given below are the Existing Schemes currently being offered to the Customers in Various Business verticals and the same are required to be provided by the selected Vendor apart from provision to add / modify / discontinue some schemes if the Bank desires accordingly. Any new product that may be introduced shall also be customized and offered through the solution. Based on the scheme guidelines various modules / variants are to be created.

LIST OF EXISTING SCHEMES

RETAIL	AGRICULTURE
Housing Loan Public / Staff	Kisan Credit card
Education Loan Public / Staff	KCC Animal Husbandry / Fishries
Vehicle loan public / Staff	Goatry
Personal Demand loan Staff / Public	Gold Loan- CC/OD/TL/DL
Gold Loan- Demand Loan	Dairy
Personal Loan Retired Staff	Poultry
Mortgage Loan Against Immovable Property - TL	Fishries
PMAY Gramin and Urban	KCC Term loan
DL against term deposit - Public / Staff	JLG KCC
OD against Term Deposit	Farm Mechanization
Clean OD - Staff	Agri Business / Agri Clinic
Computer Loan	

MSME
SME Term Loan
Special Component Loan (SCST)
CCJLG
General Credit Card
Agriculture Infrastructure Fund
Standup India (CC/TL)
CCSME
Samridhi Udan Yojna
UBGB GST Term Loan / Cash Credit
PMEGP Term Loan / Cash Credit
PMFME- Term Loan / Cash Credit / Overdraft
PM Svanidhi Yojna
Small Road Transport Operator
Artesian Credit Card
Rural Godown
UBGB Pahal (TL/CC)
OD Public General
Mudra
Cash Credit General



Mortgage Loan Against Immovable Property – Business (Term Loan / Overdraft)
SHOP LOAN
Udyog- Term Loan / Cash Credit
Swarojgar Credit Card (TL/CC)
NULM
NRLM
Doctors Star Plus Scheme (CC/TL)



Functional and Technical Specifications

The below parameters /description of features are broadly specified and are only indicative but not exhaustive. If the Vendor feels other mandatory requirements are to be included, the same can be added/ provided to give completeness to the above parameters in true spirit of the Solution being provided.

Sr. No.	Broad Description	Readily Available (R)/Customizable (C)/ To be developed(D)/ Not Available (N)	Max Marks	Module Name with relevant details
1	LOAN ORIGINATION			
1.1	Lead Management			
1.1.1	Capacity to support tie ups with vendors, institutions, organizations etc.		3	
1.1.2	System should be able to capture the date and time details of application like date of receipt, date of Login and other dates as will be defined by the Bank.		3	
1.1.3	System should have the ability to send SMS alerts to the customer on vital information related to processing of Loan as well as offering of other facilities. (Also, customer should be able to track his/her application status online).		3	
1.1.3.1	System should have the ability to send SMS alerts to Bank staff for upcoming/pending action.		3	
1.1.3.2	System should have the ability to case login at the point of origination.		3	
1.1.3.3	System should be able to display the product features/brochure, document checklist should be available to a) Customers b) Staff members		3	
1.1.3.4	System should have status dashboard for the different users for all modules.		3	
1.1.3.5	System should be able to perform internal rating as per parameters set by the Bank		3	
1.1.3.6	System should be able to extract/link the applications applied on the Bank's website.		3	



1.1.3.7	System should be capable of linking with Jan Samarth portal.		3	
1.1.4	System should have the ability to track Loan applications i.e. which user is in possession of Loan documents/Applications.		3	
1.1.5	Report should be available for follow up with prospective clients on Offer letter issued and not acknowledged with details like Relationship Manager name, Prospect client details, Product, Date of application, date of issuance of offer letter and days pending for acknowledgement.		3	
1.1.6	Report should be available from the system on the proposals approved but not accepted by the customer.		3	
1.1.7	System should be capable for providing Single Loan Application for processing one or multiple facilities/borrowers (Funded & Non- Funded) Types of facility to be configurable.		3	
1.1.8	System should provide user definable rules for scoring, de-dupe, eligibility, customer exceptions, workflow movement etc. using rule builder.		3	
1.1.9	System should have the ability to capture details of the source of the application with details like Name of official sourcing the proposal, DSAs, product team names, branch, sourcing location etc.		3	
1.1.10	System should have mobile solutions for field functionality, client visits, including data & document, pictures uploads.		3	
1.1.11	System should have the ability to input varied loan application scenarios (e.g. varied loan amount, repayment terms, pricing etc.) for customer and view the implications/outcome of the scenarios to front office team/agents/officer.		3	
1.1.12	System should allow automatic fetching of the customer data for an existing customer <ul style="list-style-type: none"> - Customer Profile - Exposure Details - Group Exposure, if any - Existing Facility Details The system should have a mechanism that cancels an application if it is pending for more than a specified number of days after follow-up for missing documents/ information.		3	



1.1.13	System must generate a unique customer number & searching based on the defined parameters with full/partial matching. Full/partial matching option to be configurable.		3	
1.1.14	The system should have a mechanism that cancels an application if it is pending for more than a specified number of days after follow-up for missing documents/ information.		3	
1.1.15	System should have bulk uploading facility through Excel sheet for Gold loan, KCC, NRLM etc.		3	
1.1.16	It should capture the details of the lead in a separate form and push it into a Lead follow-up process flow		3	
1.1.17	Automatic creation of leads using the enquires received through customer portal		3	
1.1.18	System should perform the conversion of lead to Loan application and resume the journey of LOS process flow utilizing the already captured data of the Customer		3	
1.1.19	It should enable customers to initiate Loan origination process through web portal.		3	
1.1.20	Built in OCR capability to extract data, signature & photograph from the uploaded documents and prefill the form with the extracted data		3	
1.1.21	Should read Optical Character Recognition (OCR) / Quick Response Code (QR Codes) in the documents and auto-fill the relevant fields in the system (e.g. Aadhaar, land Records etc.)		3	
1.1.22	Based on the Aadhar number or PAN, the proposed portal needs to pull data from the respective UIDAI / NSDL sites using API interface.		3	
1.1.23	System should have capability to integrate with fintech APIs for validation of documents as per Bank's requirement		3	
1.1.24	Solution should integrate with Credit Bureau systems (CIBIL, CRIF, Equifax, Experian), CERSAI etc.		3	
1.1.25	Customers should be able to check the status of the application submitted using the portal.		3	
1.1.26	System should have capability to generate sanction / process note		3	
1.1.27	System should have capability to track loan workflow data, current status of loan, view and submit comments, view revision history.		3	
1.1.28	Grant users and groups access permission on particular Folder, File, Documents		3	



1.2	Due Diligence related Verifications/Validations			
1.2.1	System should be able to capture and validate various data for KYC norms as per RBI norms from time to time like Customer Type, Customer Profile, Customer Address, KYC documents etc.		3	
1.2.2	Document types need to be tagged into categories like "Mandatory / optional", "original / copy/authorized copy etc",		3	
1.2.3	KYC documents and compliance are to be based on Constitution of the applicant or other criteria as to be decided by the Bank.		3	
1.2.4	System should be able to display and print advocate /survey report which has been stored in the system.		3	
1.2.5	System should be capable to capture financial data of the customer both current and projections, as needed. Equity/ capital details, Credit facility sanctioned/availed by/from other Banks/ institutions, profit and loss statements, balance sheet statements, projected cash flows, carry out comparison between estimated and actual achieved at the time of renewal etc.		3	
1.2.6	System should have validation based on Due diligence/compliance checks through interface.		3	
1.2.7	System should have facility to validate the data being entered with validations like mandatory/non-mandatory, format validations etc.		3	
1.2.8	System should have the ability to find if a customer is an existing one and check for internal / external referral lists.		3	
1.2.9	The system should have the ability to de-dupe with the current application details like ID numbers, names or parts thereof, telephone numbers against similar lists in other product databases.		3	
1.2.10	System should support definition of standard formats for financial data and statements like Balance sheet, Cash Flow statement, P&L account, and Funds flow statements. Definition of financial structures based key parameters like Industry segment, customer type etc.		3	
1.2.11	The system should have the capability/should provide for definition of the minimum requirements for one to qualify for a credit facility generally and within each stage.		3	



1.2.11.1	System should capture all benchmark ratios and all financial ratios; DSCR, sensitivity analysis and BEP (Break-even point) to be calculated automatically on the basis of CMA uploaded and should reflect in the appraisal note.		3	
1.2.11.2	System should be able to report deviations from the benchmarks and space for comments/justification for accepting the deviation should be available.		3	
1.2.11.3	System should be able to assess working capital requirements based on the turnover method/2nd method of lending/cash flow method simultaneously.		3	
1.2.11.4	Under Cost of project, system should capture data in respect of details of plant & machinery with supplier address along with mandatory provision for comments on due diligence of supplier.		3	
1.2.11.5	In case of review/renewal/enhancement of limits, system should be able to capture the earlier years data so that only current year data need to be entered.		3	
1.2.12	System should provide facility to support various EMI calculators like Normal, Flip, Balloon, Step-up, Step-down etc.		3	
1.2.12.1	System should support availability of latest application forms, borrower/guarantor profile format, Guarantor consent letter, Asset liability declaration statement formats etc.		3	
1.2.13	System should display dates of Pre and Post inspection along with Name and Designation of inspecting official with Geo-tagging.		3	
1.2.14	Real time dedupe check with tight integration with the CBS		3	
1.2.15	System should have ability to duplicate customers based on individual and combination parameters		3	
1.2.16	The solution must have provision to cross verify customer information with international and National negative & sanction lists		3	
1.2.17	It must comply with all relevant lending regulations and perform necessary checks to ensure adherence to anti-money laundering (AML) laws, Know Your Customer (KYC) requirements.		3	



1.3	Processing/Financial Analysis/Rule Builder			
1.3.1	System should be able to generate an EMI schedule giving break-up of the principle, interest and balance outstanding for the tenor of the loan. (Amortization schedule)		3	
1.3.2	Provision to add new Co-applicant/Guarantor before Final sanction of application.		3	
1.3.3	System should have the capability whereby the user can view all previous notes exchanged and remarks made by other users with respect to the application under consideration.		3	
1.3.4	Report on pending documents after disbursement: System should provide report on daily basis automatically as well as through user invocation for all the documents pending from customer proposal-wise. Specific Documents received/Pending should be a part of account opening process.		3	
1.3.5	System should support and Store all intermediate queries from recommending and sanctioning authorities.		3	
1.3.6	System should provide for search facilities across the screens in various modules during various stages of processing.		3	
1.3.7	System should be able to convert financial document into excel or table format, thus facilitating the rapid movement of applications across the processes/ Units without the need of paper flow.		3	
1.3.8	System should have controlled interface with external/internal web links/ data sources/ reference sources for data verification/data & information feeding/checking information. System should able to convert land in Acre/Bigha /Cent into Hectare in decimal points irrespective of state. System should consolidate holdings of Borrower and co-borrower while arriving the limit and value of security as well as incremental income.		3	
1.3.9	System should provide Fast track processing feature whereby a single user (duly designated) to process an application from start to finish or may have limited access to a specific task.		3	
1.3.10	System should have the ability to allocate relevant cases to these external agencies and give controlled access to work or give them facility to upload their reports.		3	



1.3.11	<p>System should have the ability to capture customer details like:</p> <ul style="list-style-type: none"> - Borrower Information - Personal information <p>Loan Application details etc.</p>		3	
1.3.12	<p>Capture financial & non-financial details for organization inclusive but not limited to type of customers like organization name, registration details, constitution, address etc.</p> <ol style="list-style-type: none"> 1. Date of appraisal initiation 2. Registering the application details in user defined format 3. Company master data. 4. Customer Follow-Up reports 5. Write-Up Details:- <ul style="list-style-type: none"> • Company Financials/group financial • Auditors qualification, if any • YTD performance • Board Details • Background information • Latest net-worth of borrower/co-borrower and guarantor • Consumer/commercial credit information and comments • Key Business risks & mitigation • Comments on Industry • Key Financials Comments • Facility Details • Pricing Details • Security Details • Cross-sell (if any) • Assessment of the credit facility requirement • Standard Terms & Conditions • Rating results (obligor & facility rating) • Financial ratios and calculation from rating input/output sheets • Document checklist • Geo-tagging of the visits (primary and collateral) with uploading of visit pictures. (The list is illustrative only and input parameters fully in line with the Bank's appraisal formats to be built during the customization stage). <p>Compliances, confirmation and certification.</p>		3	
1.3.13	<p>System should have the provision to Support Consortium and Multiple bank facilities as per bank policy. Details of key persons (like CFO, ED-Finance etc.) is to be obtained/captured and verified from various quarters.</p>		3	
1.3.14	<p>System should have the ability to arrive at eligible loan amount for a customer based on these rules and data entered for application.</p>		3	



1.3.15	System should support financial analysis based on parameters like: Turnover, Liquidity, Profitability, Leverage, Debt Service Coverage ratios/Interest coverage ratio, Balance sheet and Profit and Loss analysis, Cash flow and fund-flow analysis, Ratio Analysis as per ratio formulae given by the Bank etc. It should have ability to customize so as to compute ratios like NPV, IRR, sensitivity, or other similar tools.		3	
1.3.16	System should have capability to arrive at eligible loan amount for a customer based on these rules and data entered for application.		3	
1.3.17	System should allow defining ratios like operating profit margin, etc. based on formulae and data obtained in financial statements. System should support details like Average and benchmark ratios.		3	
1.3.18	System should capture any Number of years for which the financial projections/ Cash flow /Loan/Covenants data can be recorded & processed.		3	
1.3.19	Based on the data uploaded, system should compute the financial ratios as per the configuration in the masters. The system should be able to perform comparison of selected key ratios, financial parameters across borrowers within the industry and against bench marks. Ratios like debt/equity ratio, current ratio, ICR/DSCR etc. and additionally (but not limited to) following: Paid up capital, Reserves and Surplus, Intangible assets, Revaluation reserve, Tangible net worth, Net block, Investments, Non-current assets, Net working capital, Current assets, Current liabilities, Net sales, Other income, Net profit after tax, Depreciation, Intangible assets, Cash Accruals, ROCE (Return on capital employed), Drawing Power of the applicant		3	
1.3.20	The system should support sensitivity analysis where the user can modify the financial data to find out how the change will affect certain key financial ratios/indicators.		3	
1.3.21	The system should have the capability to allow timely review/renewal of application as per the above processes.		3	
1.3.22	The system should provide previous approvals/rejections in the system history.		3	
1.3.23	The system should have facility to recommend an application if it is not in users approving authority.		3	



1.3.24	The system should facilitate archival of rejected applications for de-dup purposes.		3	
1.3.25	The system should have override options whereby an earlier rejection or cancellation can be revoked and the application be brought back into the mainstream for positive closure.		3	
1.3.26	The system must have capability for pricing to be based on the tenor of the loan. The system should give capability for longer tenors to have higher pricing.		3	
1.3.27	In the event that a customer already has an existing loan, the system must have automated capability to settle the existing loan and generate a new loan application, with a consolidated balance of the new and old loan. The system must have the capability for pricing to be based on the tenor of the loan. (However, pricing of loan depends on other factors too like – Internal/External rating, Risk mitigation, Collateral security, Restructuring of loan under CDR etc.)		3	
1.3.28	System should be able to generate EQI, EHI, EYI in agriculture loan accounts based on cash flow instead of only EMI. System should have flexibility for Moratorium Period / Holiday period as per the nature of activity/ Purpose of loan.		3	
1.3.29	System should have ability to verify Prevailing Legal matters of the company, if any.		3	
1.4	Sanctioning			
1.4.1	The system should have the capability to define the sanctioning authority based loan size, product, etc. Ability to have a multi-level sanctioning matrix and automatic routing of the case based on that. The system should have the capability to take into account various types of deviations and define the sanctioning authority accordingly. The system should be capable of adopting such deviations in CBS.		3	
1.4.2	The system should aid credit decision making based on the proposal evaluation analysis and credit risk rating. It should facilitate users/reviewers in understanding assessments through electronic case files.		3	
1.4.3	The system should have the capability to route the case for committee approval in case of higher loan amounts.		3	
1.4.4	The system should have the capability to generate Credit Appraisal report.		3	



1.4.5	The system should have the capability to allow reviewing personnel to view defined sets of information/comments on each credit request.		3	
1.4.6	The system should have the capability to view the application data in a summarized form to take credit action.		3	
1.4.7	The system should have the capability to view/ input financials & non-financial covenants.		3	
1.4.8	The system should have the capability, to add certain actions/conditions if the application is not fully up to the mark for approval like addition of co-borrower, collateral etc.		3	
1.4.9	The system should have facility to recommend an application if it is not in users approving authority.		3	
1.4.10	Once an application for credit is closed, it should not be possible to change the data, except for certain non-critical fields.		3	
1.4.11	System should be capable of - Generating offer letter & Loan Documents for customer. - Allow acceptance by the customer via a compliance call. - Allow printing of approval/rejection letter in desired format. Ability to view the status of applications under process - Stage-wise, branch-wise and user-wise.		3	



1.4.12	<p>The system should support creation of sanction advice with the following details (but not limited to): -</p> <ul style="list-style-type: none"> - Customer details - Product details - Classification of loan/sector code - Purpose of the sanctioned loan - Terms and conditions of the sanction amount (rate of interest, PF, including any additional charges applicable as per sanction) - Period of sanction or tenure of loan - Payment terms of interest, margin etc. - Credit rating - Repayment schedules - Moratorium period - Renewal/review details (where applicable) - Collateral details/guarantee coverage - Charges to be created with appropriate authorities - Personal/third party Guarantees - Insurance details <p>Documentation and legal formalities to be executed</p>		3	
1.4.13	<p>Capability for balance transfers - In the event that a customer has an existing loan with another institution, the system must allow for input of this information at origination. This will allow for this information to be reviewed at verification.</p>		3	
1.4.14	<p>System should have ability to exclusively sanction / renew the loan amount based on valid Scale of Finance for the respective crop year.</p>		3	
1.4.15	<p>System should have credit engine for automatic decision making for sanction of loans under Micro Enterprises.</p>		3	
1.5	<p>Security Management – Primary/Collateral</p>		3	
1.5.1	<p>System should be able to update comprehensive stock statement, book debts, tangible and intangible securities for calculating initial working capital limit, drawing power, loan limits etc.</p>		3	



1.5.2	<p>System should have ability to</p> <ul style="list-style-type: none"> - define different collaterals and attributes in the systems which have to be captured for a collateral - capture collaterals for an application. - generate a collateral ID for each collateral -generate technical and legal valuation for collateral and allocate it to a user or agency and capture the valuation details. - calculate eligibility based on collateral value and Net Present Value (NPV). - upload valuation documents/legal reports into the system. - generate various verifications reports for customer based on his application and evaluation process. - Allocate verifications details like phone, income, personal, address etc.to user/agencies. - capture details and documents related to each verification - define deviation based on rules for pricing, demographics and other parameters. -Generate deviations automatically by the system and allocation to designated authority for approval. - process Maker-Checker for deviation approval. - to add certain user deviations based on the discretion of the user/ Competent authority. - select Facility Terms & Conditions automatically on the basis of facility type selection. - select Borrower Standard T&C on the basis of borrower type. 		3	
1.5.3	System have facility to upload, display and print valuation documents / legal reports into the system		3	
1.6	Documentation			
1.6.1	The Software should store all e-mail/electronic communications (external and internal for recommendations, concurrence etc.) electronically as part of all loan documentations.		3	
1.6.2	The system should provide output format to be generated in MS Word, MS Excel, Adobe Acrobat PDF, HTML, XML etc. and any format needed in future.		3	
1.6.3	Output has to be a printable format with full alignment of text, images & tables.		3	



1.6.4	<p>The system should handle and generate documents like but not limited to:</p> <ul style="list-style-type: none"> - Loan Sanction Letter - Loan Rejection Letter - Loan Related Agreements - Security document - All other document forms 		3	
1.7	Loan A/c opening in CBS			
1.7.1	<p>System should be able to function two way interactions with Core Banking System where loans approved in LMS can be automatically opened in Core Banking. All the data created in LMS with proper validation shall be populated in CBS completely without any manual intervention. The data from CBS also to be populated to LMS (eg.- O/s balance in a loan account at the day-end).</p>		3	
1.7.2	<p>System must generate a unique loan number for every loan application and the application enquiry should be possible on specific keys definable parameter. The unique loan number generated should be easy to trace by the various users who may wish to track the application. For example: can be queried by inputting customer's ID no., name or business registration number.</p>		3	
1.7.3	<p>While opening of loan account in the system, crop and area under cultivation should be populated.</p>		3	
1.8	Disbursement			
1.8.1	<p>Limit management</p> <ul style="list-style-type: none"> - System should have push/pull abilities for customer limit positions to/from CBS. - Inter-changeability from funded to non-funded & vice-versa. <p>Multiple levels of sub-limits.</p>		3	
1.8.2	<p>The system should have provision to submit the project completion reports, stage-wise disbursal of term loan etc., of a customer with respect to the loan. The workflow should be enabled upon successful completion of the document.</p> <ul style="list-style-type: none"> - Project Completion Certificate - Stage-wise disbursement of term Loans <p>Post Sanction Inspection Report/end-use monitoring</p>		3	



1.8.3	System should have provision to upload stage-wise inspection reports with photographs (optional) to track the physical progress of the project & link the same with disbursement.		3	
1.8.4	System should have provision of seasonal discipline (as per crop season) in disbursement as per RBI guidelines.		3	
1.9	Compliance tracking			
1.9.1	The system should include ensuring field level security in all screens, depending on security group/level of each user.		3	
1.9.2	System should have Irregularity & Compliance based reporting.		3	
1.9.3	The system should have the capability of report generation on compliance/ non-compliance. In case of non-compliance, loan-wise report to be generated and alerts to be given to link with future disbursements with specific override options.		3	
1.9.4	Reports of weighted average TAT for disbursal of personal loan applications, Home Loan applications, vehicle loan applications, Education loans, other loan etc.		3	
2	Collection/ Repayments Management			
2.1	System should have the ability to send Emails/SMS to the External agency/borrowers/guarantors/co-borrowers/co-obligants/co-applicants to initiate the required process immediately.		3	
2.2	Report on operative accounts linked to the loan accounts. Validation of operative account/Repayment account from Core Banking database.		3	
2.3	System should have provision for graphical representation of account details including history transactions of customer		3	
2.4	System should provide user-defined watch lists/tag loan accounts to watch lists and be able to define specific actions to be taken on loan accounts. At the time of Hands off, System should generate repayment period along with moratorium, if any and the same shall be auto synced with CBS.		3	
2.5	System should be able to allocate cases to appropriate delinquency buckets/define multiple cycles for delinquency tracking and assign cases to cycles.		3	



2.6	System should be able to record all follow-up actions with date/time and alert users of next actions.		3	
2.7	System should have the ability to define different calculation methods, repayments methods, repayment variations like step up, step down etc.		3	
2.8	System should have provision for re-scheduling of account with proper checks and balances.		3	
2.9	System should be able to throw alerts to borrowers/guarantors/co-borrowers/co-obligants/co-applicants, with critical amount and pay-by-date in all accounts i.e. Standard, SMA-1 and SMA-2 including branches and controlling offices.		3	
2.10	System should be capable of keeping a trail of events right from the first default date with commitments, response and Bank's action with date, amount details as well as in the form of notes.		3	
2.11	System should have capability to allot such accounts to DSAs, external agencies etc.		3	
2.12	System should have capability to store stock statement and other financial statements for borrowable accounts. It should be retrieved as and when required.		3	
2.13	System should have capability to define drawdown schedules based on pre-defined conditions in sanction letter or elsewhere.		3	
2.14	System should have ability to calculate DP based on pre-defined parameters in accordance with sanction letter etc.		3	
2.15	System should have ability to calculate commitment charges, processing charges, inspection charges etc. based on pre-defined parameters from sanction letter etc.		3	
2.16	System should have procedure to recall an advance/facilities with proper control, checks and balances.		3	
2.17	System should have functionality to prohibit overdue account holders from standing guarantors for any other facility or for any other borrower.		3	
2.18	System should have functionality to restrict such overdue borrowers from taking further facilities/loans from Banks.		3	



3	Credit Monitoring /Delinquency Management			
3.1	System should have the ability to send Reminder Emails and SMS to designated higher Officials of the Bank which can be scheduled in the system as online mode/batch mode		3	
3.2	System should have provision to generate alerts from each stage – normal alerts and exceptional alerts.		3	
3.3	System should provide Referencing feature on the basis of defined rules.		3	
3.4	System should have an analysis capability based on transaction (e.g. excess withdrawal of cash from loan accounts, transfer of loan funds to sister concerns, transfer of loans to saving accounts).		3	
3.5	The system should have the capability to generate report for Periodic monitoring (with manual intervention) of covenants. The system should be able to generate loan accounts due for renewal.		3	
3.6	For the sake of follow up of overdue amount, System should generate reports for CKCC monitoring i.e. overdue 110%,115%, 125% and above 125% etc.		3	



3.7	<p>Loan Monitoring System: Post-Sanction Follow-up/ Credit Monitoring System</p> <p>- The System should have a separate dashboard system where branch user or controlling offices can view or track the post sanction details, depending upon the configuration of parameters setup, as per the Bank's policy. The functional requirement of the post sanction module will be as follows –</p> <p>Monitoring System:</p> <p>This should enable the Bank to manage the customer profiles to whom the loans have been disbursed. The customer records are to be obtained from LMS & Finacle database. Integration with Finacle (and further upgrades) to this extent, to be carried out. The monitoring system should have the following functions:</p> <ol style="list-style-type: none">1. Customer Information: System should have ability to display the customer's fund, non-fund-based and investment exposures details.2. Co-Obligant and Guarantor: System should provide the view of the list of co-obligants and guarantors associated with the loan.3. Guarantee Cover: Guarantee Cover page display the lists of all the guarantee cover (for Mudra loan, CGTMSE for all types of MSME loans, Credit Guarantee for Standup India Loan, NCGTC cover, for loans extended to Scheduled Castes etc.), provided to secure the loan.4. Subsidy: Subsidy page allows you to manage various financial grants by the government or public bodies like CLCSS (Credit Linked Capital Subsidy Scheme), NABARD, NHB (National Horticultural Board) and TUFSS (Technology Upgradation Fund Scheme), PMEGP etc.5. External Rating: Periodic updation of the External Rating of the customer to be provided.6. Department Observations: Provision for entering observations of various departments and authorities on the loan to be made available.7. This will enable to view the observations posted by various departments/authorities in a single location and the same should be available during review/renewal of the facilities.8. Security: Details of the securities (primary and collateral) provided to the loans along with first/second/pari-passu charge to be made available and security coverage of the loans also to be made available. Pending for creation of charge with various statutory authorities like CERSAI, MCA, Registrar Office, Transport Authorities etc., also to be made available. Further, the details of the legal report, vetting report, valuation date, Fair Market Value, realizable value, Distress Sale value etc.		3	
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should be captured.

9. Claims Management

- CGTMSE – Claim Lodging and Tracking
- Interest Subsidy claim lodgement along with calculation of subsidy amount, due date etc. and have provision to track the subsidy amount from State/Central Govt.

(Whether covered under ECGC/CGTMSE etc., Position of filing/receipts of claim details to include claim amount, settled amount etc. If not yet received, then what are the prospects of receiving claim from them, Amount kept in nominal etc.)

10. Restructuring of the Loans: Provision should be available for restructuring of the existing accounts and sanctioning of the restructuring of the loans to be supported. Particulars of restructuring (Date of restructuring, approval, restructuring details, fresh exposure etc.).

11. Insurance Details: The system should be able to capture details of the insurance available against charged securities (both Primary as well as Collateral). This helps the branches to renew the validity of the Insurance on time to safeguard the bank's interest when need arises. Insurance details such as insurance company name, policy number and date, renewal date, insured property address, name of borrowable account, limits under which insurance is made, amount of insurance, period of insurance, hypothecation clause etc. Alerts are to be given before the date of expiry of insurance along with generation of letter to be sent to customer and also for renewal to the Insurance Company concerned.

12. Following details by TPA (Third-party agencies) should also be captured –

- c) LSR
 - d) Valuation/TEV upload
 - e) Credit Audit
 - f) Legal Audit
 - g) LRM (Loan Review Mechanism)
 - h) Stock Audit
- Inspection by Auditors etc.

Monitoring Checklist:

The system should be provided with the option of configuring the checklists for the monitoring activity at central level. For illustration, stock statement to be submitted by the borrower (Y/N), QPR/QIS/QMR to be submitted by the borrower (Y/N), ROC details to be submitted by the borrower (Y/N), Inspection reports, stock audit (if applicable) etc. Depending on the details entered, the details are to be available on the monthly monitoring report. These are to be customizable as per specific needs of the bank.

Monitoring Alerts:



	<p>Alerts are to be generated on any default and sent to the Branch Head on the status of the account. System should have ability to generate the alerts on loan default, non- renewal of limits, Non-Inspection of securities/non-updation of securities in SRM, stock statement due, insurance expiry, visits due, documents expiry, Deficiency in Documentation and any other defaults in the account.</p> <p>Alerts in system to be categorized as below:</p> <ul style="list-style-type: none"> • Financial Nature: Financial Nature alerts are to be generated on loan default insufficient credit, frequent adhoc, drawing power shortfall/failure, un-regularized TOD, Interest not serviced, frequent exceeding sanction limit, frequent TOD, bouncing of cheques, devolvement of LC, invocation of BG, SMA-0/SMA-1/SMA-2 etc. These alerts will be generated and sent to the Branch Head with the bank-specific format for each account. • Non-Financials Nature: Alerts to be generated and sent to the Branch Head with the bank specific format for each account on non-submission of stock statement within the stipulated time, non-renewal of limits with in the due date, document time-barred, visits due, expiry of insurance, security not updated in SRM etc. • Monthly Monitoring Report (MMR): <p>System should have ability to generate the MMR on the following parameters:</p> <ul style="list-style-type: none"> - Watch on the operations in the account. - Study and analysis of control returns viz., Stocks/Book Debt Statements, insurance, Documentation, Financial Statements, MSODs etc. <p>Inspection of the units of the borrower/collateral.</p> <ul style="list-style-type: none"> - Review/renewal of credit facility. - Periodic Stock/Book Debt inspection/verification. - Compliance of all the sanction terms. <p>The controlling offices should be provided with options to monitor and follow-up actions for rectifications.</p>			
3.8	<p>System should provide space to provide additional information that may be relevant in making credit decision e.g. number of bounced instruments, comments on TOD/excess draws/adhoc and their regularization, failed standing orders, window-dressing of account's issues, Credit summation vis-à-vis sales.</p>		3	



3.9	System should have ability to generate Control Returns regarding sanctions and discretionary powers in specific format with periodicity as decided by the Bank with forward and backward communication system.		3	
3.10	System should have ability to provide templates for review of SMA/NPA Accounts		3	
3.11	System should generate review/renewal notice in advance and intimate to borrowers to submit the required details before due date.		3	
4	EWS (Early Warning Signals)			
4.1	EWS – Core Banking Related The system should be able to incorporate the following EWS-Core Banking related signals (as also mentioned in Annexure-21)		3	
4.1.1	Account irregular number of days - No. of days the account has been irregular during last 6 months.		3	
4.1.2	Average utilization of FBWC limits - Average limit utilization in last 90 days including WCDL and CCOD.		3	
4.1.3	Continuous flow of funds among intergroup companies within UBGB (Amount) - Monitoring of continuous flow of funds among intergroup companies (Amount). % value of DR/CR across group companies against total value of transaction.		3	
4.1.4	Continuous flow of funds among intergroup companies (no of transactions) - Monitoring of continuous flow of funds among intergroup companies (No. of transactions). % of no. of transactions. DR/CR across group companies against total no. of transactions.		3	
4.1.5	Delay in interest servicing days - No. of days interest not serviced from last debit		3	
4.1.6	Frequent return of Outward Cheques (RBI) - Return of Outward Cheque- No. Of Instances In Last 30 Days		3	
4.1.7	Heavy Cash Withdrawal - Heavy Cash Withdrawal on a daily basis i.e. Single Cash Transaction of Rs. 10 lacs & above.		3	
4.1.8	Irregularity count in last 6 months - No. of times account has been irregular in last 6 months		3	
4.1.9	Non-Renewal of facilities - No. of days delay in renewal of credit limits.		3	
4.1.10	Number of consecutive months with decline in credit-debit summation - No. of consecutive month of decline in credit-debit summation		3	



4.1.11	Number of inward cheque returns in last 30 days - Number of inward cheque returns in last 30 days		3	
4.1.12	Delay in servicing of interest- no. of times delayed in 6 months - No. of instances, delay in servicing of interest during last 6 months.		3	
4.1.13	Movement of Stocks in Process (SIP) - Increase in the value of SIP over previous month.		3	
4.1.14	No. of times account turns SMA-2 in 6 months - Number of times Account turns SMA-2 during last 6 months.		3	
4.1.15	Delay in submission of stock statement - No of days delay in submission of stock statement from due date (20 days grace period)		3	
4.1.16	Depletion in the value of security (Primary) (RBI)- Percentage decline in value of primary security as compared to previous month.		3	
4.1.17	Primary Security Under-insured (RBI) - Is the Primary Security under-insured?		3	
4.1.18	Credit summations not matching reported sales in proportion to banks share (RBI) – Deviation(decrease in %) in credit summation from reported sales (Sales as a % WC Exposure sanctioned.)		3	
4.1.19	Increase in holding levels of Debtors – against estimates (Monthly) - % of Increase in holding levels of Debtors as per SS against estimates		3	
4.1.20	Increase in holding levels of Stocks – against estimates (Monthly) - % of Increase in holding levels of Stocks as per SS against estimates		3	
4.2	EWS – Financials/ LMS based The system should be able to incorporate the following EWS- Financials/LMS related signals (as also mentioned in Annexure-22)			
4.2.1	Adjusted TNW- Deviation (Decrease in %) from Estimates		3	
4.2.2	Borrower, promoters/director/associates/ group companies in the lists of defaulters - Is the borrower, promoters/director/ associates/ group companies in the lists of defaulters?		3	



4.2.3	Current Ratio - Absolute value		3	
4.2.4	Days inventory as cost of sales- downward (RBI) - Deviation (Decrease in %) from Estimates		3	
4.2.5	Debt To Equity - Deviation (Decrease in %) from Estimates		3	
4.2.6	Debtors as days sales- (RBI) - Deviation (Decrease in %) from Estimates		3	
4.2.7	Delay in project implementation - Delay between COD as per projected & actual COD for project		3	
4.2.8	DSCR - Absolute value		3	
4.2.9	EBITDA Margin - Deviation (Decrease in %) from Estimates		3	
4.2.10	Gross Current Assets as days sales - Absolute Value		3	
4.2.11	Interest Coverage Ratio - Absolute Value		3	
4.2.12	Net Cash accrual to Net sales - Absolute Value		3	
4.2.13	Net Cash Accrual To Total Debt - Absolute Value		3	
4.2.14	Net Profit Margin - Deviation (Decrease in %) from Estimates		3	
4.2.15	Non-Compliance with sanction terms - Compliance status of sanction terms.		3	
4.2.16	Non-Submission of Audited Financials of borrower and Associate Companies - No. of days delay in submission of Audited Financials beyond due date.		3	
4.2.17	Quick Ratio - Deviation (Decrease in %) from Estimates		3	
4.2.18	Return on Capital Employed - Absolute Value		3	
4.2.19	Return on Equity - Absolute Value		3	
4.2.20	RoNW - Deviation (Decrease in %) from Estimates		3	
4.2.21	Net Sales - Deviation (Decrease in %) from Estimates		3	
4.2.22	Net Sales To Total Assets - Absolute Value		3	
4.2.23	TOL/TNW - Absolute Value		3	
4.2.24	Total Debt/EBITDA - Absolute Value		3	
4.2.25	% of shortfall in Net Sales – compared to estimates (as at end of Qtr.) - % of shortfall in Net Sales – compared to estimates		3	
4.2.26	Change in Internal Ratings - Downgrade by 2 or more notches or Hurdle Rate.		3	
4.2.27	Decrease consistently in Interest Coverage Ratio (as on 31st March) - How much % of decrease in ICR Y-O-Y		3	
4.2.28	Difference in the value of Stocks in ABS vis-à-vis Stock Statement(as on 31st March) - % Difference in value of stocks in SS (March) & value of Stocks in ABS		3	



4.2.29	Operating Cash Flow to Current Liabilities - Operating Cash Flow to Current Liabilities		3	
4.2.30	Operating Cash Flow to Total Serviceable Debt – Operating Cash Flow to Total Serviceable Debt		3	
4.2.31	Pending Perfection of Security/charges - Number of items pending Perfection of Security/charges.		3	
4.3	EWS – External Source Related The system should be able to incorporate the following EWS- Financials/LMS related signals (as also mentioned in Annexure-23)			
4.3.1	Are the promoter(s) pledging/selling their shares in the borrower company due to financial stress?		3	
4.3.2	Are there any Regulatory changes affecting the industry adversely?		3	
4.3.3	Borrower reported as Defaulter by other bank(s) In CRILC		3	
4.3.4	Borrower, Promoters/Director/Associates/ Group Companies in the lists of defaulters		3	
4.3.5	Change In External Ratings - Number of Notches Downgraded		3	
4.3.6	Has there been a continuous decline in share price in last quarter?		3	
4.3.7	Has there been a delay in payment or non-payment of statutory dues?		3	
4.3.8	Has there been an instance of loss of a major customer of borrower?		3	
4.3.9	Has there been any indication of fraud?		3	
4.3.10	Has there been any raid or imposition of a penalty by government agencies on the company?		3	
4.3.11	Has there been business expansion to areas outside core business/backward or forward integration?		3	
4.3.12	Has there been frequent change in statutory auditors (2 consecutive years)?		3	
4.3.13	Has there been Resignation of independent directors within a short span of time?		3	
4.3.14	Has there been Withdrawal by project sponsor/funding agency or delay in receipt of subsidy?		3	
4.3.15	Have there been disputes among Management/Promoters/JV Partners?		3	
4.3.16	Have there been Frequent changes in top management / key executives?		3	



4.3.17	Have there been high amount of personal loans by promoters?		3	
4.3.18	Is there a danger of Product/technology obsolescence or introduction of cheaper substitutes?		3	
4.3.19	Is there frequent utility disruption (e.g. power/water etc.) at borrower-end?		3	
4.3.20	Is there high rejection of goods?		3	
4.3.21	Is there Increasing employee attrition at borrower end?		3	
4.3.22	Is there labour unrest?		3	
4.3.23	Negative News about Borrower/ Industry		3	
4.3.24	Other Negative News		3	
4.3.25	Unfavourable trends in borrower value chain (Upstream/Downstream Industries)		3	
4.3.26	Y-O-Y Decline In quarterly capacity utilization		3	
	In order to meet the requirements of RBI/other statutory bodies with regard to automated EWS capture & triggers, vendor shall ensure that apart from the EWS alerts captured in LMS/CBS, it does have capabilities for API integration with external sources to generate such alerts. Such API integrations depending on the suitability of the Bank will be decided on mutual understanding basis. Account-wise summary of EWS triggers and trigger-wise summary of accounts (as customized by the Bank) to be generated.			
4.4	EWS – As per RBI for Red flagging of Accounts The system should be able to incorporate the following EWS as per RBI for Red flagging of accounts as also mentioned in Annexure-24)			
4.4.1	Default in undisputed payment to the statutory bodies as declared in the Annual report		3	
4.4.2	Bouncing of the high value Cheque		3	
4.4.3	Frequent change in the scope of the project to be undertaken by the borrower		3	
4.4.4	Delay observed in payment of outstanding dues		3	
4.4.5	Under insured or over insured inventory		3	
4.4.6	Invoices devoid of TAN and other details		3	
4.4.7	Dispute on title of the collateral securities		3	



4.4.8	Funds coming from other banks to liquidate the outstanding loan amount unless in normal course		3	
4.4.9	Request received from the borrower to postpone the inspection of the go down for flimsy reasons		3	
4.4.10	Funding of the interest by sanctioning additional facilities		3	
4.4.11	Exclusive collateral charged to a number of lenders without NOC of existing charge holders		3	
4.4.12	Concealment of certain vital documents like master agreement, insurance coverage		3	
4.4.13	Floating front / associate companies by investing borrowed money		3	
4.4.14	Critical issues highlighted in the stock audit report		3	
4.4.15	Liabilities appearing in ROC search report, not reported by the borrower in its annual report		3	
4.4.16	Frequent request for general purpose loans		3	
4.4.17	Frequent ad hoc sanctions		3	
4.4.18	High value RTGS payment to unrelated parties		3	
4.4.19	Heavy cash withdrawal in loan accounts		3	
4.4.20	Non production of original bills for verification upon request		3	
4.4.21	Significant movements in inventory, disproportionately differing vis-à-vis change in the turnover		3	
4.4.22	Significant movements in receivables, disproportionately differing vis-à-vis change in the turnover and/or increase in ageing of the receivables		3	
4.4.23	Disproportionate increase in other current assets		3	
4.4.24	Significant increase in working capital borrowing as percentage of turnover		3	
4.4.25	Increase in Fixed Assets, without corresponding increase in long term sources (when project is implemented)		3	



4.4.26	Increase in borrowings, despite huge cash and cash equivalents in the borrower's balance sheet		3	
4.4.27	Frequent change in accounting period and/or accounting policies		3	
4.4.28	Costing of the project which is in wide variance with standard cost of installation of the project		3	
4.4.29	Claims not acknowledged as debt high		3	
4.4.30	Substantial increase in unbilled revenue year after year		3	
4.4.31	Large number of transactions with inter-connected companies and large outstanding from such companies		3	
4.4.32	Substantial related party transactions		3	
4.4.33	Material discrepancies in the annual report		3	
4.4.34	Significant inconsistencies within the annual report (between various sections)		3	
4.4.35	Poor disclosure of materially adverse information and no qualification by the statutory auditors		3	
4.4.36	Raid by Income tax / sales tax / central excise duty officials		3	
4.4.37	Significant reduction in the stake of promoter / director or increase in the encumbered shares of promoter / director		3	
4.4.38	Resignation of the key personnel and frequent changes in the management		3	
5	Rehabilitation & Restructuring			
5.1	System should be able to submit request by bank's existing borrowers for Revival & Rehabilitation of MSME Loans. Borrowers should be able to access and submit their loan request with necessary details.		3	
5.2	System should be able to generate a reference ID for borrower. Based on branch Id entered by borrower customer, a reference Id should be generated along with an email to branch concerned and Regional Office, to enable creating details in Inward Register and Online tracking provision should be enabled.		3	
5.3	System should adhere to Policy on Frame work of Revival and Rehabilitation of Micro, Small and Medium Enterprises (MSMEs) as notified by RBI.		3	
6	NPA Management (Legal actions/OTS settlement)			



6.1	<p>Compromise Proposal System should capture all details of customer Account from CBS since NPA, Present status of the account including its asset classification under NPA. System should evaluate and give the amount of sacrifice the bank has to bear within RBI defined guidelines/Board approval and generate counter offer to the NPA customer. System should be able to generate bank-defined format and the work flow along with the recommendations of various authorities and final approval by competent authority of the bank and facilitate proper accounting at CBS for closure of the account through interface without manual intervention. Approval of deviations (if any) by competent authority under its delegated powers (sanctioning authority for OTS may differ from deviation approval authority; so two different approvals need to take place). On the basis of market conditions/requirement of bank/Govt. policies, OTS schemes are introduced. Bank may also come out with area-specific/state-specific OTS schemes. The system to accept parameters at one level and to calculate sacrifice and delegated authority on the basis of sacrifice against contractual dues O/s till the date of sanction of OTS proposal.</p>		3	
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6.2	<p>SARFAESI Proposal</p> <p>System should be able to capture all the relevant details like Account details, Present Status, Details of securities both Primary and Collateral and their location, value, condition, owned by whom i.e Proprietor/ Partner/ Director/ Guarantor inspection visit reports, documentation status, enforceability of documents and securities, issue of periodical notices etc. System should be able to deal with actions relating to issue of final notice, preparing for auction of immovable properties under the Act. System should be able to generate bank- defined format and the work flow deals along with the recommendations of various delegated authorities and final approval by competent authority of the bank and facilitate proper accounting at CBS for closure of the account through interface without manual intervention. System should have provision to include name of Authorized officer appointed for the account to take action under provisions of SARFAESI Act.</p>		3	
6.3	<p>Filing of Suit</p> <p>System should capture history of individual Suit filed accounts which includes date of filing of suit, progress in court cases upto date, securities position (Primary/Collateral) and properties known to Bank but not kept as security belonging to Proprietor/Partner/Director/Guarantor, borrower details, present status of loan accounts, other banking arrangements with their position etc. This should be handled till the suit is finally disposed of by the court and the recovery thereof. System should have provision to include the name of DRT/Court (in which suit/OA is filed or pending), name of dealing panel advocate with his/her contact details. The system should also reflect details of Expenses/law charges in each account. The system should also have provision to include details of SA filed by the borrower or any case against the Bank in the said account.</p>		3	
6.4	<p>Status Note on NPA accounts</p> <p>System should be able to make detailed Status Note with all relevant details of NPA account(s) to formulate online monitoring and to take appropriate measures to speed-up the recovery efforts at all levels.</p>		3	



6.5	<p>System should be able to capture the following –</p> <ol style="list-style-type: none"> 1. NPA File Upload 2. Probable NPA data capture 3. Borrower/Customer/Director/Guarantor Details Capture 4. Fund Details (Both Fund-based and Non fund-based) 5. Security Details (Both Primary and Collateral) 6. Status Note preparation 7. Legal option 8. SARFAESI Notice formats 9. Symbolic / Possession Formats as per law 10. DRT Filing 11. Suit filling with DRT 12. Objection filed DRT 13. Appeal with DRT 14. Auction Process 15. Suit filed in other courts 16. WRIT/Petitions /Suit Filed in High Court 17. Suit Filed in Supreme court 18. Filing of Cases U/138 19. Insolvency proceedings 20. Recovery Proceedings 21. OTS/Compromise Settlement 22. Assignment to ARC 23. Latest update on ARC efforts related to recovery of bank dues 24. Supervision and Regulatory Monitoring 25. Details of Resolution Agent <ul style="list-style-type: none"> - Name - Date of appointment - Development in account from the efforts of Resolution Agent, - Amount of commission sanctioned, sanctioning authority ,amount of commission paid and date of payment 26. Details of Enforcement agent <ul style="list-style-type: none"> - Name - Date of appointment - Development in account from the efforts of Enforcement Agent - Amount of commission sanctioned, sanctioning authority amount of commission paid and date of payment 27. Details of detective agency appointed <ul style="list-style-type: none"> - NAME - Date of appointment - Development in account from the efforts of Detective agency - Amount of commission sanctioned, sanctioning authority, amount of commission paid and date of payment 28. Details of Forensic audit firm. <p>Other Remarks/Comments</p>		3	
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6.6	<p>System should be able to provide real time historical data about NPA accounts and display the following – Customer Details also capturing vital information fed manually which bank came to know during personal visits/market enquiry etc.</p> <ul style="list-style-type: none"> a) Date of original loan b) Amount of original loan c) Date of NPA d) Liability on the Date of NPA e) Date of AOD (Acknowledgment of debt) f) Date of Expiry of AOD g) Present Valuation (also valuation at the time of sanction and subsequent valuations to include Market Value, Realizable Value, Distress Sale Value). h) Date of Valuation (Date of initial valuation and subsequent valuations). i) Date of initiation of legal action j) Date of Last Inspection k) Date of Recall Notice(s) l) Due date of Recall Notice etc. 		3	
6.7	<p>System should be able to provide real time historical data about NPA accounts and display the following – SARFAESI Action</p> <ul style="list-style-type: none"> a) Date(s) of SARFAESI notice b) Date(s) of POD/Refusal c) Date(s) of Reply received d) Dates of issuance of Possession notice sec 13(4) e) Date of Appointment of Agency f) Date(s) of Publication of Possession notice g) Date(s) of filing CMM/DM application Next date(s) of Hearing etc. 		3	
6.8	<p>System should be able to provide real time historical data about NPA accounts and display the following – DRT Filing</p> <ul style="list-style-type: none"> a) Date of filing suit with DRT b) Date of Objection, if any c) Claim amount in Appeal field d) Date of Decree/Order e) Date of Appeal with DRAT f) Date of Recovery Proceedings Next Date(s)of recovery proceedings etc. 		3	



6.9	<p>System should be able to display the following – Auction Process</p> <ul style="list-style-type: none">a) Date of latest VRb) Current Market Price as per VRc) Reserve price approval dated) Reserve Pricee) Date of Auctionf) Date of publication of sale noticeg) Filing Objection dateh) Reply for objection date etc. <p>System should be able to preserve data related to history of reserve price fixation.</p>		3	
6.10	<p>System should be able to display the following – Suit Filing</p> <ul style="list-style-type: none">a) Date of filing suitb) Date of Next hearingc) Date of the writ filed in HC, if anyd) Date of next writ hearinge) Date of order/present status casef) Date of filing case in SC (Supreme Court)g) Date of next hearing in SCh) Order date/present statusi) Date of Filing case u/s138j) Cheque dishonor datek) Dishonored cheque amountl) Date of Notice u/s 138m) Date of Summonsn) Next hearing date <p>Present Status etc.</p>		3	



6.11	<p>System should be able to display the following – Insolvency Proceedings a) Date of application to IBC b) Date of admission by NCLT c) Last COC meeting d) Next COC meeting e) Form C- Claim date f) Amount of Claim g) Date of proceeding CIRP proceedings Etc. If the resolution is in process, then system should have provision of providing – j) Name of Resolution applicant and details of resolution k) Any legal issues in the process</p>		3	
6.12	<p>In case of liquidation, system should be able to upload details related to – Form D Claim Date b) Amount of Claim Liquidation Value</p>		3	
6.13	<p>OTS/Compromise Settlement a) Date of application (new) b) Principal Amount outstanding (in Rs.) c) Total dues (in Rs.) d) Total OTS (in Rs.) e) Total Sacrifice (in Rs.) f) OTS final date OTS extension date (new) etc.</p>		3	
6.14	<p>Sale of loans to Financial Institutions/Bank ARC a) Assignment date b) Total Claim c) Date of Issue d) Trust Name e) The face value of SR (security receipt) f) Total assignment g) The total value of redemption of SR h) Maturity date Date of redemption etc.</p>		3	



6.15	<p>Recovery Data</p> <p>a) Total Outstanding</p> <p>b) Amount(s) Recovered</p> <p>c) Date of recovery</p> <p>d) Date of Closure of Accounts</p> <p>Date of closure in the system etc.</p>		3	
6.16	<p>In all the above fields, the system should be able to generate Alarms/alerts for upcoming events such as expiry dates, hearing dates auction dates etc. The event dates must be parsed from the appropriate fields from the NPA management module.</p>		3	
6.17	<p>In line with EASE guidelines, our Bank has put in place a system where borrower is able to apply online on our website. Automated customer intimation is generated and customer is able to track status of OTS application. This system should include all these features, integrate online application with OTS processing and should be able to give following features which are required as per EASE guidelines –</p> <p>1) Track account by stages of approval</p> <p>2) Automated Escalations of OTS proposal after specified number of days, say T</p> <p>3) Identify Approval authority within the Bank for OTS (as per present terms of RFP, the system is evaluating and will give amount of sacrifice on the basis of sacrifice delegated authority for sanction to be identified).</p> <p>4) Track list of accounts identified for OTS by Bank.</p> <p>Tracking recovery schedule and amounts.</p>		3	
6.18	<p>All attempts made for Recovery phone calls/mails/personal visits by Bank officer/Meetings at ROs/ZOs and discussion details/outcomes that are agreed upon during the interaction with time and date stamp to be recorded to understand the past discussions/developments etc.</p>		3	
7	Audit Trail			



7.1	<p>System should provide comprehensive audit trail report on all actions performed on the system including modification of data. There should be mandatory provision for</p> <ol style="list-style-type: none"> 1. Name of village, Block, District and state 2. Social attributes like Male/Female, SC/ST/OBC/Minority community/Weaker section. 3. Type of borrower- Small Farmer/Marginal Farmer/Share Cropper/Tenant Farmer/ oral lessee/Agriculture labourers. <p>For SHG accounts there should be provision for capturing details of KYC of all SHG members.</p>		3	
7.2	<p>The system should provide ability to Record all user activities with audit trail. System should provide comprehensive audit trail features to monitor activity of specific programs and data files etc. The system should also provide on-line access to audit trail information. System should be able to generate geographical/season wise crop loan sanction report. System should have single page review/ renewal format for CKCC.</p>		3	
7.3	<p>The system should capture remarks (with replies) of latest internal/ external auditors (concurrent, statutory, stock audit, etc.), first site inspections. It should also support capturing of text comments along with capturing of remarks and irregularities pertaining to the account in the Bank's monthly / quarterly monitoring reports.</p>		3	
7.4	<p>The system should have the capability to allow authorized personnel to override system credit approval or rejection recommendations but with an audit trail that can be tracked.</p>		3	
7.5	<p>Does the system provides comprehensive audit trail features such as: Daily activities log are merged into the history log files</p>		3	
7.6	<p>Date, time and user-stamped transaction list are generated for different transactions</p>		3	
7.7	<p>Do transaction screens display system information including Processing Date, Current Time, Current User</p>		3	
7.8	<p>Daily activity reports are provided to highlight all the transactions being processed during the day.</p>		3	
7.9	<p>Support for recording of Unsuccessful attempts to log-in to the system.</p>		3	



7.10	System to provide session log files. The user should be able to analyze the information (e.g., account id, session time etc.).		3	
7.11	System should provide tracking of the client's IP & Network Interface address.		3	
7.12	System should provide a full set of operational and audit trail reports for each of the modules.		3	
7.13	System should have features of defining an audit (Eg: type of audit, audit period, start/end date, auditor, expiry date of audit, comments, due date for next audit etc.)		3	
7.14	System should have the feature of defining the audit formats based on audit definitions.		3	
7.15	System should be able to define customer data (eg. Limits, facilities, sanction order conditions etc.) relevant for audit to be made available in the solution.		3	
7.16	Solution should be able to display the brought forward comments of previous audits with appropriate tagging (customer name, year, categorization etc.)		3	
7.17	Solution should be able to segregate the comments into different categories (Eg.- Serious, Major, Moderate & Minor) based on risk, priority etc.		3	
7.18	Solution should be able to prompt vulnerable areas based on past observations.		3	
7.19	Solution should have configurable comments pertaining to above types of audit (Eg. Stock due and not done, Sanction order conditions not complied with, party did not submit financial statements etc.)		3	
7.20	Solution should provide for risk categorization of branch & customer based on audit comments.		3	
7.21	The system should enable profiling of users and definition of control levels and passwords		3	
7.22	All Error messages must be logged. It should be possible to look up on-line (by error message number or by alphabetical list) all error messages reported by the system, to determine their meaning and the appropriate corrective course of action. Error messages or events of a certain severity level should be immediately notified to the System Administrator's Group and actual user.		3	
7.23	System should provide auditable management of User-ids, access rights and passwords, logins, activities etc		3	
7.24	Maintenance of a secure, auditable log of access to the system, identifying user-id, date, time, functions accessed, operations performed.		3	



7.25	Ability to provide comprehensive Audit trail features such as : Daily activities log merged into the history log file/s, Date, time and User stamped process list for different processes, Provision for daily activity report/s to highlight all the processes invoked, Provision for recording of all unsuccessful login attempts etc.		3	
7.26	All administrative tasks should cover audit trails like creation of products/users/branch/organization/interest-rate changes/deletion of applications etc. with user details.		3	
8	Interfaces with CBS and Bank's Data Warehouses			
8.1	System should have the ability to Interface with Multiple host systems/Core Banking applications, Applications & Multiple Bureaus.		3	
8.2	System should have the ability to interface with Bank's data warehouse & its infrastructure. The system shall share the LMS data with Data warehouse (at required frequency) for the internal use.		3	
8.3	System should have the ability to define external agencies and their users like Direct Selling Agency (DSA), Data Management Agency(DMA), dealers, Bank-Mitra, valuation agencies, etc.		3	
9	Interfaces with Fintech Companies			
9.1	System should have the following integrations – KYC , MCA, GST, Bank Statement Analysis, ITR Analysis, Financial Statement Analysis, Digital contracts (digital signature and digital stamping), authentication of ICAI/ICSI/ICWAI membership, FDA license, FSSAI and verification of utility bills (electricity, gas, mobile phone), Law and Verification agencies etc.		3	
9.2	System should have provision to interface with account aggregators (to enable access to banking data of customers from across all accounts through different banks/NBFCs & other agencies).		3	
9.3	System should have provision to interface with fintech companies.		3	
10	DMS (Document Management System)			



10.1	Document Details: The system should be able to store the details on the legal documents that are executed. Details such as document name, date of document, vetted date, expiry date and the authority who vetted the document to be provided. Valuation details like name of valuer, date of valuation, Fair market value, realizable value and distress value.		3	
10.2	DOCUMENT MANAGEMENT		3	
10.3	Should define the documents checklist for an application, applicant, asset, etc.		3	
10.4	Should track the receipt of Documents for an application.		3	
10.5	Should upload documents against documents checklist/ data in different formats like jpg, jpeg, png, pdf etc.		3	
10.6	Should update, to inquire, archive and retrieve the documents.		3	
10.7	Should defer, waive the documents with approval from competent authority based on customer request.		3	
10.8	Should support document waiver process with an approval flow and comments by the approving authority.		3	
10.9	Should allow adding new documents in existing list at multiple stages.		3	
10.10	Should define mandatory, non-mandatory documents.		3	
10.11	Should use document compression techniques/algorithms for optimizing storage capacity for storage & retrieval.		3	
10.12	Should have a verification of the documents by a different user.		3	
10.13	Should maintain scanned image of applications, forms, appraisals, reports, cover documents, visit reports, security documents etc.		3	
10.14	Based on each product and parameter bank specific documents/ forms to be generated automatically with refilled fields based on the input fields given.		3	
	DOCUMENT CONFIGURATION and DOCUMENT CHECK LIST		3	
10.15	Three Tier Document Definitions. (KYC, Product specific, Legal & Security Aspects).		3	



10.16	Document Code — Identification of documents should be done Document set code — set of various types of documents based on type of customer, loan product, security, Legal aspects and so on to be uploaded/ retrieved. Document family — Similar type of documents to be grouped together in a family. Branch should be able to view the documents required		3	
10.17	Applicable document sets can be configured at applicant, application and asset level.		3	
10.18	Stage at which the documents are expected to be received can be configured.		3	
10.19	Provision should be there to make available the automatic document checklist based on application data according to pre-configured document set.		3	
	DOCUMENT RECEIPT			
10.20	Documents should be received or verified at 3 levels. These are applicant level, asset level and application		3	
10.21	Depending on the stages, documents can be received till post disbursement.		3	
10.22	Provision to upload scanned images of documents available at multiple stages.		3	
10.23	Should waive a certain document.		3	
10.24	Should defer a certain document to a future date / stage.		3	
10.25	Provision to verify/ upload received documents.		3	
	DOCUMENT VERIFICATION			
10.26	All KYC documents can be E-verified after they are received by the designated officer		3	
10.27	Multiple types of verification should be supported viz. : Field Investigation, Office Verification, Residence Verification, Personal Interview and Organization Verification		3	
10.28	Multiple instances of a single verification type		3	
10.29	Assigning verification requests to Internal and External users		3	
10.30	Verification is a 3 step process - Initiate Verification, Perform Verification, Accept Verifications		3	
10.31	Should re-initiate verification if required		3	
10.32	System should also support third party verification (report update etc.)		3	



10.33	Should define Escalation matrix/Queue Management		3	
10.34	Should interface with external agencies/ authorities for documents verification.		3	
10.35	Auto assignment to empanelled Advocates and Engineers for Legal scrutiny report and Engineer valuation.		3	
10.36	Provision for reports to be uploaded by the empaneled advocates and engineers directly through an interface exclusive for this purpose.		3	
10.37	Documents can be marked as satisfactory/Non satisfactory.		3	
10.38	Flagging of pending documents account wise and follow up.		3	
11	Channels – Mobile/Tab/Web Portal			
	Handheld applications should be compatible with both Mobile and Tablets.		3	
	System should be able to receive various reports in predefined form from authorized vendors through internet, email, and other electronic media in a secured manner.		3	
	Ability to define templates for SMS, email, letters for notifications based on existing templates of the Bank.		3	
12	TECHNICAL SPECIFICATIONS			
12.1	Application Architecture		3	
12.1.1	The architecture should support online, real time updation and batch operation between the application & database.		3	
12.1.2	Integrity of the data should be maintained between the application & database; Integrator's support for scheduling and defining of jobs		3	
12.1.3	The architecture should have the ability to increase the number of concurrent instances to keep the application server parameters below 70% utilization (CPU, Memory, Hard disk, etc.)		3	
12.1.4	The product should support SSO (Single Sign On) for all modules of Loan Management System (LMS).		3	
12.1.5	Application should support LDAP and integrate with Windows Active Directory to achieve Single-Sign-On (SSO).		3	
12.1.6	Solution should be platform agnostic – not dependent on a particular hardware setup.		3	



12.1.7	Solution should be offered in such a manner that includes installation either as a single instance or multi instance depending on Bank's requirements.		3	
12.1.8	System should be capable of being implemented on a Centralized, localized and/ or a hub and spoke model implementation.		3	
12.1.9	Workflow based design for various applications and transaction originations & management.		3	
12.1.10	System should support real time replication of data from production site to DR site and permit manual and automatic shift of the application to the DR site.		3	
12.1.11	Solution architecture should have the capability to be configured in active-active mode.		3	
12.1.12	Application should support database and OS level clustering.		3	
12.2	Database Requirements			
12.2.1	Ability to support for pooling multiple database connections when the load on the application increases.		3	
12.2.2	Ability of the database to handle automatic switchover and support clustering. Indicate the number of clusters that can be configured.		3	
12.2.3	Ability of the database to support central storage of data with multiple instances of the database. The capacity of storage should able to handle the size of database including scanned loan document for the contract period. Critical file system & Database should be stored in RAID 10.		3	
12.2.4	The Database architecture should have the ability to increase the number of concurrent instances to keep the database server parameters below 70% utilization (CPU, Memory, Hard disk, etc.).		3	
12.2.5	Ability to support online replication. System should support storage of data electronically.		3	
12.2.6	Ability to implement SAN's for data storage in the architecture.		3	
12.2.7	Application should support Archival and Retrieval of history data.		3	
12.2.8	Ability to Patch Management/upgradation of database.		3	
12.2.9	Ability to generate alerts in case of low table space or any space constraints.		3	



	Provision to track history of scan batches		3	
12.3	Hardware and Operating system			
12.3.1	The Operating system should support IP V6.		3	
12.3.2	Hardware parameters (like CPU, Memory, hard disk, NIC, etc.) should not cross the 70% utilization levels at any point in time.		3	
12.3.3	Should be able to support different protocols (TCP/IP, IPX, etc.).		3	
12.3.4	Adequate staging procedures and test environments for supporting staging.		3	
12.3.5	Test environments should be exactly similar to production environment.		3	
12.3.6	Hardware equipment should be scalable to support futuristic requirements of the Bank during project period.		3	
12.3.7	Implement patches/upgrades on all software, firmware etc.		3	
12.3.8	Hardware(s) should have built –in redundancy features dual power supply, dual NIC (Network Interface Card) etc.		3	
12.3.9	Hardware components should be hot swappable.		3	
12.3.10	For Hardware - a. The Backup Solution b. Tape Library The bidder is to provide the same as per the System requirement & backup should be completed within 4hrs i.e. Non Business Hours. The Backup solution should have all the latest security features in compliance to RBI guidelines.		3	
12.4	Availability Parameters			
12.4.1	The solution should be available 24*7*365.		3	
12.5	Backup and Recovery		3	
12.5.1	The backup success rate should be 99.8% at all times for LMS system		3	
12.5.2	Should support on-line replication to backup site Should be capable of automating the backup processes for all the applications / databases in Primary and Disaster Recovery sites		3	
12.5.3	Should support load balancing in terms of system parameters (CPU, Hard Disk, Memory etc.)		3	



12.5.4	A backup solution is to be provided for taking Backup of Application, Database, OS Backup, Application Setup, Database Setup, OS Setup and if any additional backup related to Bank requirement.		3	
12.5.5	Tested Setup level Backup should be able to restore the services in case of any exigencies(Corrupt, deleted unknowingly, etc) occurred has to be taken care by the Vendor		3	
12.6	General IT related Requirements			
12.6.1	Day/month/quarter end/half year end/year begins and end process should be menu driven. audit trail of the same should be maintained		3	
12.6.2	System should tracking of the client's IP and Network interface address		3	
12.6.3	Export of reports and inquiries into different formats like Word, Excel, PDF, Text, CSV etc.		3	
12.6.4	Application Should be Web Based.		3	
12.6.5	The solution should have the capability to archive the data on HDD/ Peripherals and retrieve from the above for the purpose of processing.		3	
12.6.6	The solution should provide user defined backup/retrievals (Automated/ Scheduled/Manual).		3	
12.6.7	The details of support for Backup/Retrieval of database and applications shall be furnished		3	
12.6.8	Support for integration with packages like chart generators, Statistical/ Financial DLLs, MS Office Components, Popular Case Tools etc.		3	
12.6.9	Type of import and export capabilities available for creating customized data feeds.		3	
12.6.10	Day/Month/Qtr. end/Half year end/Year Begin and end Reports should be defined and printed/generated immediately after day Begin and End. No user intervention is required.		3	
12.6.11	Database link should be provided to Bank's SDR project to enable them to generate the reports in Bank's formats without any additional cost.		3	
12.7	Security / Data Integrity			
12.7.1	Integrity of data to be maintained at 100% of time.		3	
12.7.2	Encryption to be used for data travelling between LMS and other interfacing applications.		3	



12.7.3	Standards & Guidelines should be developed, implemented and followed for all IT assets.		3	
12.7.4	Data Integrity should be ensured using internationally accepted hashing algorithms such as MD5.		3	
12.7.5	Security Control: System to have required level of security and protection of data. This shall also include data backup and version control abilities.		3	
12.7.6	System security should be password controlled (for operating system, database, application and terminal id) which complies with the Bank's security policy (e.g. minimum password length, no. of attempts for logout, recycle of passwords etc.).		3	
12.7.7	Sensitive data such as passwords and authentication credentials shall not be logged in transaction or system activity files.		3	
12.7.8	The maximum data length for logging should be predetermined.		3	
12.7.9	Successful and unsuccessful authentication attempts should be logged.		3	
12.7.10	Successful and unsuccessful authorization events should be logged.		3	
12.7.11	An authenticated session, together with its encryption protocol, should remain intact throughout the interaction with the customer. In the event of interference, the Developer should ensure controls are in place to terminate the session and reverse out the affected transactions.		3	
12.7.12	As an integral part of the two-factor authentication architecture, appropriate measures to minimize exposure to a middleman attack which is more commonly known as a man-in-the-middle attack (MITMA), man-in-the browser attack or man-in-the application attack, should be implemented.		3	
12.7.13	Sensitive information that is passed in the cookies should be encrypted.		3	
12.7.14	The session identifier should be random and unique.		3	
12.7.15	The session should expire after a pre-defined length of time.		3	



12.7.16	The Service Provider should create adequate controls ensuring that, when exception or abnormal conditions occur, resulting errors do not allow users to bypass security checks or obtain core dumps.		3	
12.7.17	The Service Provider should only install or use cryptographic modules based on authoritative standards and reputable protocols.		3	
12.7.18	Security framework should be supported in terms of authentication, multi-level authorization, auto logoff, password control, single sign-on audit		3	
12.7.19	System should allow administrators to implement access management in a granular manner.		3	
12.7.20	The Service Provider should implement strong cryptography and end-to-end application layer encryption to protect customer PINs, user passwords and other sensitive data in networks and storage. The Service Provider shall implement or support encryption when client account and transaction data is transmitted, transported, delivered or couriered to external parties or other locations; Time/ date stamp, user ID, & before and after changes; Activities executed by the Application system administrator; Segregation of duties should be permitted (e.g. segregated function between system and application administration); Ability to define groups so that access can be categorized.		3	
12.8	Interfaces			
12.8.1	The system should be able to interface with the core Banking system.		3	
12.8.2	All modules in the system should be fully integrated and provided online processing, real time updates and batch processing.		3	
12.8.3	Solution should have open API/ web services which can be interfaced with Bank's Core banking system.		3	
12.8.4	Solution should provide support to XML, CSV, TXT, PDF etc. standard messaging protocols for interfacing.		3	
12.8.5	The system should have the ability to rollback a transaction to a particular stage and restart, if required.		3	
12.8.6	The system should provide ability to define business rules for validation and translation of incoming/outgoing messages.		3	



12.8.7	Security features and consideration for the interfaces - System should cater to end-to-end encryption		3	
12.8.8	Interface should be able to handle exceptions (e.g. will output to log files, retries) when unsuccessful and able to handle continual processing or gracefully terminated.		3	
12.9	Web Server		3	
12.9.1	The application should have the ability to support Apache, Netscape enterprise, Commerce server, Microsoft IIS, etc. as web servers		3	
12.9.2	The web server should scale to future Bank requirements.		3	
12.10	Application Server			
12.10.1	The application should be able to support HTML, DHTML, etc. (Markup language).		3	
12.10.2	Client side scripting/ programming languages like Java scripts, VB scripts, Java Applets, ActiveX, etc. should be supported.		3	
12.10.3	Database Connectivity support should be ODBC, JDBC etc.		3	
12.10.4	Queuing system for prioritizing messages to external applications. The system should ensure the delivery/response of the message.		3	
12.10.5	Provide support for store-and-forward mechanism in case of a communication breakdown.		3	
12.10.6	Support standard queuing engines (IBM MQ, MSMQ, etc.).		3	
12.11	Reporting			
12.11.1	Periodical reports to appropriate authorities can be generated. The frequency and content of the reports can be determined by the Bank user.		3	
12.11.2	Generation/ transmission of email alerts/ advices at various stages of the processing.		3	
12.11.3	Support for online access of reports.		3	
12.11.4	Support for integration with standard report writers to generate user defined reports.		3	
12.11.5	Ensure complete log of all successful/ unsuccessful events/ accesses to the system/ database by users, resources used and actions performed (including recording all changed values where applicable).		3	
12.11.6	Automatic report generation capability.		3	
12.11.7	Pre-built query feature for non-programmers.		3	



13	MIS Support & Analytics based services			
13.1	System should have a provision to capture Sector/sub-sector, Borrower category, Occupation code and other BSR details as required by RBI and statutory authorities.		3	
13.2	System should have provision to capture vital data (including Financial Documents Type of Organization, Business registration number, Place of incorporation, Number of years in business Equity Structure, Ownership structure, Contact Information, Directors & Key Management, Business operations etc.) as required for Non-Individual Customers, Risk rating and MIS.		3	
13.3	The LMS system should support the generation of statistical and management reports like Number of proposals assigned, Number of proposals completed, Time taken to complete each proposal, Process History Report, User Performance Report, Average proposal Time Report, MIS reports as decided by the Bank from time to time.		3	
13.4	The Software should support definition of new customized reports based on existing data and other calculated logic.		3	
13.5	MIS should be available through system like branch wise exposure, industry wise exposure etc.		3	
13.5.1	MIS should be available through system for data on geographical/category-wise/Scheme-wise/RO/ZO/CO basis.		3	
13.5.2	System should have a provision for classification of MSME advances based on investment in P&M or equipment as well as turnover as and when it becomes applicable.		3	
13.6	System should generate a report which gives the category- wise application received, approved, pending during particular period.		3	
13.7	Exception reports/ Deviation Reports to be available to Authorized users only.		3	
13.8	Facility to generate online reports. Ability to drill down into the information provided in the reports.		3	
13.9	System should support 'Master Data Management' of various heads such as type of loan, geography, business unit etc. and also version control in key masters.		3	
13.10	System should be able to extract any or all data for further analytical functions or for other purposes for end users or other systems at Bank in desired format.		3	



13.11	Interfacing of MIS/data input with the core Banking system/ document management system/any other system to retrieve/compare/ validate existing customer details.		3	
13.12	System should support standard analysis of financials using basic analytics.		3	
13.13	System should have the ability to define operational dashboard parameters, presentation style, levels, products etc.		3	
13.14	System should have the ability to classify applications stored according to their status e.g. Approved, declined, cancelled, under-review, closed (definable frequency for reports). Online MIS and inquiries should include but not be limited to productivity MIS per processor type, per loan type, limits type, Operational MIS, Demographic MIS, Credit-scoring MIS, path traversed by an application–workflow activities done with date, time, main comments and processor details etc.		3	
13.15	System should be able to provide standard reports which are printable in PDF and exportable to Word or Excel or other data analysis formats.		3	
13.16	System should be able to allow report configuration by allowing customizing report parameters.		3	
13.17	System should be able to generate reports like Application received, Applications approved, Applications declined, Sourcing Performance, TAT (Turn Around Time) reports, Applications pending, Disbursement of applications, pending documents application, Pending verification, Rating reports like Industry benchmark report, Company comparison report, executive summary report etc.		3	
13.18	System should be able to define operational dashboard parameters, presentation style, products etc. and shall include all general MIS including – a) Report on pending proposals b) Report on pending documentation c) Report on pending security creation Report on industry		3	
13.19	System should be able to classify applications stored according to their status e.g.- Approved, declined, cancelled, under review, closed (definable frequency for reports).		3	



13.20	System should be able to generate any type of report as desired by the Bank from time to time.		3	
14	SPECIFIC FEATURES			
14.1	Product-specific features		3	
14.1.1	System should have capability to define all Products on Retail, Agriculture, MSME, Credit Monitoring, EWS, Recovery/NPA Management related Policies as per Bank's Norms.		3	
14.1.2	System should be auto-routing and control based on parameters set for each product/group of products as defined in the process flow.		3	
14.1.3	System should be auto-routing and control based on parameters set for each product/group of products as defined in the process flow.		3	
14.1.4	System should have provision for defining and modifying eligibility norms and other key features from time to time as per change in Bank/Product norms.		3	
14.1.5	Ability to define various masters e.g. Calendar Master, Business Partners, Deviation reason master, Delegation level master (Value), Product master (including pricing etc.), Customer master (With ID details etc.), Policy criteria master, Profession master, Company master, Customer service master, Collateral detail master, Interest Rate Master, Other Masters as relevant for the software/as required by the bank.		3	
14.1.6	System should have provision to specify Start date & End date for various loan products.		3	
14.1.7	Define and view help against each item.		3	
14.1.8	System should be capable of supporting product features. This may be as: - Regular product parameters.- Special campaign or category parameters Exceptions (approved through a defined process).		3	
14.1.9	System should have the ability to define new portfolios, products, schemes based on the current/proposed offering of the Bank.		3	
14.1.10	System should have the ability to restrict the availability of the product location wise.		3	
14.1.11	System should have the ability to copy and configure new product internally without need of vendor support.		3	
14.2	Workflow-specific features		3	



14.2.1	System should have start date and end date for a particular work flow based on set parameters.		3	
14.2.2	System should be able to define multiple business Partners/ Vendors (Employees, Outsourced agents, data Entry operators/Legal Partners/Verification agents), Creation of user groups under each business partner and creation of users under each group as part of Corporate License.		3	
14.2.3	Facility of Application tracking across the life cycle of the loan application and across business partners.		3	
14.2.4	System should support both decentralized and centralized mode of operations.		3	
14.2.5	System should support error/warning/action messages for doubtful/ wrong entries during Data Entry, Modification and Saving Stage.		3	
14.2.6	System should have workflow which can be configured/ parameterized depending on channel, product, scheme, source, and any other available fields.		3	
14.2.7	System should have workflow which can be configured/ parameterized depending on channel, product, scheme, source, and any other available fields.		3	
14.2.8	System should be able to flag and alert (pop-up message) the user for missing essential information.		3	
14.2.9	Supervisor should be able to override the distribution of the tasks to Users and reroute to other Users to speed-up Loan Application Processing.		3	
14.2.10	The system should have a facility for the User to request for Clarifications at different stages of the loans process with user comments.		3	
14.2.11	System should have the ability to send Emails/SMS to the External agency to initiate the required process immediately.		3	
14.2.12	System should keep history of each of parameters change.		3	
14.2.13	System should be able to define various hierarchies: - Defining the organization hierarchy (at least 10 levels), Define the roles performed in the organization, Co-relating the role of employee and his area of work, Co-relating business partners with products offered, define hierarchies based on type of deviation (for e.g.- Credit for exposure, Delegation of Power).		3	



14.2.14	System should be able to restrict access to data based on user's position/Role/combination of both in the organization, e.g. Branch employees should not be able to access Sales data and vice versa.		3	
14.2.15	System should be able to customize the screen based on user's hierarchy in the organization. Restricted viewing or viewing of related fields only.		3	
14.2.16	Ability to handle substitution (Assign/Reassign) due to leave/Emergency/Transfer/Improvement of TAT. Only Authorized Officials should be allowed for this job.		3	
14.2.17	Executive Dashboard on Document TAT overdue, Application Tracking, Other Alerts (Contract overdue, Expired date, Surveyor, Appraiser).		3	
14.2.18	System should provide Vendor wise detail report for ascertaining TAT and quality of work performed by the vendor.		3	
14.2.19	System should have the ability to track the Staff with whom and for how long the customer's application is pending. Date and Time associated with TAT should be non-editable.		3	
14.2.20	System should have capability to display turnaround time for approval for each approved application. TAT for each process should be defined during set up of Process flow.		3	
14.2.21	System should have provision to route applications forward or backward (as per flow) depending on its conditions. In case the application is sent back to requestor, system should recalculate TAT.		3	
14.2.22	System should have TAT monitoring in hours and minutes.		3	
14.2.23	Post account opening, proposed software should be able to create Security Records.		3	
14.2.24	System should have Flexibility through extensive Parameterization, Workflow and Configuration of Rules.		3	
14.2.25	System should be capable to upload in formation through batch as well as online mode containing the application details.		3	
14.2.26	The fields to be captured should be country specific. It should be possible to add or remove fields based on any other specific attributes in the application such as type of facilities/securities/pricing / workflow etc.		3	



14.2.27	System should provide user definable rules for scoring, dedupe, eligibility, customer exceptions, workflow movement, etc. using rule builder.		3	
14.2.28	System should have parallel processing abilities where at any point of time more than one user can view the case and record their queries.		3	
14.2.29	Report on workflow management both for reporting as well as to have a comment & work log of the complete user trail.		3	
14.2.30	System should have abilities to create/update qualitative/quantitative details in the system through rule builder and same given to specific users as per policy.		3	
14.2.31	System should have account review parameters with fully configurable future.		3	
14.2.32	System should provide complete user management feature		3	
14.2.33	That allows the correct level of user to add new users and remove users.		3	
14.2.34	That allows the correct level of user to modify the access a user requires.		3	
14.2.35	Facility to add users to designated business unit/ branch/ processes/roles.		3	
14.2.36	System should allow definition/modification of the approval limits, branches and organization structure which could be centralized or decentralized.		3	
14.2.37	The system should include ensuring screen level security in all screens, depending on security group/ level of each user.		3	
14.2.38	System should be configurable to have more user types/ levels to accommodate process changes/audit or any other functional/reporting requirement.		3	
14.2.39	Multiple user functionality: Multiple users being able to download the documents for any particular trail.		3	
14.2.40	Multiple users to raise comments which are to be recorded with date and time. Comments could be marked to a user/user group or be left open for all users.		3	
14.2.41	The system should have the capability to allocate particular application to specific approvers. Further, there should be a queuing system that has the capability to allocate based on preset logic. Approver level can be defined as single approver or multiple approvers.		3	



14.2.42	Process of approval may have defined sequential and parallel movement. It should be possible to have both in Workflow simultaneously.		3	
14.2.43	System should provide Fast track processing feature whereby a single user (duly designated) to process an application from start to finish or may have limited access to a specific task.		3	
14.2.44	System should provide - - Ability to define role, profile, level, branch, location based allocation rules for each user along with holidays. Ability to re-allocate or reassign cases from one user to another.		3	
14.2.45	System should provide multiple to & fro movement of work items possible. Comprehensive Reports for workflow.		3	
14.2.46	System should provide 'queuing feature' which should include the ability for escalation to higher supervising authority in case the application has remained pending without any activity for a specified period.		3	
14.2.47	System should have the ability to have workflows for credit lines based on the current process of the Bank. Interact dynamically between the rules engine and the queuing process to move across queues based on process results at each stage of credit processing – Example: Risk based verification process resulting in instant approval or based on potential credit limit.		3	
14.2.48	System should provide assignments queue to credit officers who can cover such limits.		3	
14.2.49	System should have provision of maker-checker facility for different activities like data entry, documents, approval based on risk segment. However this may be defined by administrator.		3	
14.2.50	System should have the ability to allocate automatically to each user based on role and also to a pool/team so that the available users can select case to work on if needed.		3	
14.2.51	System should have an option to reject the application for customer based on the compliance check results. Escalation Metrics pre-defined.		3	
14.2.52	System should have the ability to view the match details and compare the matched parameters to be sure that the customer match is exact and then map them against same customer id.		3	



14.2.53	System should have capability to interface with third party external credit rating systems and use the same for defining different paths of the workflow or in internal scoring engine real time or in batches.		3	
14.2.54	System should have facility to calculate commission/Fee for DSAs, Valuer, LIEs, Lawyers and other third parties.		3	
14.2.55	System should allow user to see all application he has to work on in a single view.		3	
14.2.56	System should allow user to prioritize his work by being able to filter cases based on certain parameters like application ID, first name, last name, product etc.		3	
14.2.57	System should allow user to view cases in a pool and claim the case to start working on same.		3	
14.2.58	System should allow Supervisor/user to view records of his subordinates and be able to take actions on same.		3	
14.2.59	The system should have the ability re-routing the case to an appropriate officer in case of any changes or amendments to be made.		3	
14.2.60	The system should have the ability to automatically reroute the case in case of any data change based on which the approval was done.		3	
14.2.61	The system should have the ability to reject the application with reasons. The system should allow review of rejected applications through a screen that includes the reason for rejection.		3	
14.2.62	The system should have the ability to review rejected applications for reopening in special cases.		3	
14.2.63	System should have notification facility i.e. when an application is approved by a reviewing authority and forwarded to the next person on the workflow, ability to send auto-notification via email to the receiving personnel/other defined users to inform on applications awaiting actions/progress.		3	
14.2.64	System should be able to review OTS Online applications by Branch and handle Approval/Rejections of OTS applications at Branch/Regional Office or Head office as per the sanctioning powers.		3	
15	Others			
15.1	System should support Qualitative Data Extraction (QDE), Dynamic Data Extraction (DDE) and checking of the data for any corrections extensively so as to ensure integrity of data.		3	



15.2	System should have the ability to define the customer eligibility rules based on different parameters.		3	
15.3	System should have capability to interface with multiple credit bureaus and use the results of same in scoring.		3	
15.4	The system should have the infrastructure to support rule- based decisions with embedded architecture enabling such rules to be written by users using customer level elemental data.		3	
15.5	System should support to insert images, signatures, table and format the template as per Bank standard formats/ Proposal complexities.		3	
15.6	<p>System should support</p> <ul style="list-style-type: none"> - to pull Exposure level references from databases - Data fetching on un-hedged foreign Exposure reference data to be analyzed - Standard & customized project appraisal tool & processes. - Building up/importing/assessing various financials & business models and other appraisal requirements of project funding. - Ability to define the documents checklist for an application, applicant, asset. - Ability to track the receipt of Documents for an application. - Ability to upload documents against documents/checklist/data in different formats like jpg, jpeg, png, gif etc. - Ability to Update, inquire and archive documents. - Ability to defer, waive documents based on customer request. - Ability to define mandatory, non-mandatory documents. - Ability to track documents stage-wise. - Ability to mark the no. of pages, date of receipt, location of the document while receiving it. - Ability to have a verification of the documents by a different user. - System should have a facility to define different fees, charges and taxes which are to be collected for a credit product type and customer type. - Ability to waive or defer a charge. <p>- Offer letter to have detailed fee and charge calculation.</p>		3	



15.7	System should have the ability to define pricing (fixed, floating) with different frequencies like yearly, monthly etc. along with ability to set up rules for risk based pricing. Calculation of interest sacrifice/ surplus, in case interest rate is changed due to certain reasons.		3	
15.8	System should have facility to define rules based on different parameters. Rules could be related to de-dupe, scoring, eligibility, deviations of the customer or other rules like risk based pricing etc.		3	
15.9	System should have flexibility to add new rules based on calculations, criteria. There must be rules that decide on minimum requirements including and not limited to age, income/balances/employer category/scores obtained etc.		3	
15.10	Provide standard reports which are printable in PDF and exportable to Word or Excel or other data analysis formats. Allows report configuration by allowing customizing report parameters.		3	
15.11	<p>System should generate reports like but not limited to: -</p> <ul style="list-style-type: none"> - Applications approved - Application declined - Sourcing Performance - Input & modify interest Rates & fees - Applications pending - Pending for sanction - Pending documents Application - Charges report - Interest collected report both whole branch or A/c wise - Pending verification - Pre-Finalized Company Rating Report - Final Company Rating Report - Interim Industry Rating Report - Final Industry Rating Report - Company Financials Report - Score Mismatch Report - Risk Rating Reference Report - Industry Benchmark Report - Company Comparison Report - Case Status Report - User Access Rights Report - Audit Report - Executive Summary Report - User Login Logout Report 		3	



15.12	System should facilitate Hub and Spoke model for all schemes (Retail, Agriculture, MSME, Credit Monitoring, Forex, Recovery).		3	
15.13	The hardware should take into account the requirements of the Bank for project period and should meet the response time requirement as specified in the RFP		3	
15.14	The bidder should provide the same class of server for Test, Development and Training and DR environment as that of the proposed Production.		3	
15.15	The Bidder should provide detailed configuration for each Hardware item for DC, DR and Test , Training & Development (in Excel MS format).		3	
15.16	The backup success rate should be 99.8% at all times for LMS solution		3	
15.17	Should support on-line replication to backup site Should be capable of automating the backup processes for all the applications / databases in Primary and Disaster Recovery sites		3	
15.18	Should support load balancing in terms of system parameters (CPU, Hard Disk, Memory etc.)		3	
15.19	System should able to track of the client's IP and Network interface address		3	
15.20	The solution should have the capability to archive the data on HDD/ Peripherals and retrieve from the above for the purpose of processing.		3	
15.21	The solution should provide user defined backup/retrievals (Automated/ Scheduled/Manual).		3	
15.22	The details of support for Backup/Retrieval of database and applications shall be furnished		3	
15.23	Database link should be provided to Bank's SDR project to enable them to generate the reports in Bank's formats without any additional cost.		3	
15.24	Ability to support all web browsers like IE 8.0 and onwards, Firebox, Google Chrome etc The system shall support multiple databases such as Oracle, SQL etc.		3	
15.25	Inter-operability - The systems must seamlessly integrate with Core banking Application and shall support interface with other open-standard systems.		3	
15.26	Scalability should be high. The systems shall be designed for 24x7 operations.		3	
15.27	Centralized server with single Data Base.		3	



14. INFORMATION SECURITY CERTIFICATE (ANNEXURE-14)
(To be submitted on Letterhead of the bidder)

To,
General Manager
Information Technology Department
Uttar Bihar Gramin Bank
Sharma Complex, Kalambagh Chowk
Muzaffarpur – 842001

Dear Sir,

Reference: Request for Proposal (RFP) for Supply, Installation and Implementation of Loan Management System (LMS) for Retail, Agri, MSME, Credit Monitoring, EWS and NPA Management Modules

This is to certify that-

1. Hardware and the software/future upgrades being offered do not contain any kind of malicious code such as Viruses, Trojan, Spyware that would:
 - (a) Obstruct the desired and the designed function of hardware.
 - (b) Cause physical damage to the user or their equipment during the usage of the equipment.
 - (c) Tap the information regarding network, users and information stored on the network of the Bank or in its CBS Platform or otherwise.
 - (d) Culminate into software attack, theft of intellectual property rights, identity theft, theft of equipment or information, sabotage & information extortion;
2. We undertake to be liable in case of any loss that may be caused to the Purchaser due to the breach of any of the aforesaid assurances & representations and also for any physical damage, loss of information, loss of reputation and those relating to copyright and Intellectual Property Rights (IPRs), caused due to activation of any such malicious code in the hardware / software supplied.
3. We shall make sure that the sensitive data (such as password, financial information, biometric information, personal information etc.) shared by the Bank will be kept within the geographical boundaries of India

Signature :

Name :

Designation :

Company seal :



15.PRE-BID QUERIES (ANNEXURE-15)

Queries are to sent only in the following format:

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

Authorized Signatory

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

Company Seal of the Bidder



16. ELIGIBILITY CRITERIA COMPLIANCE SHEET (ANNEXURE-16)

Request for Proposal (RFP) for Supply, Installation and Implementation of End-to-End (E2E) Loan Management System (LMS) for Retail, Agriculture, MSME, Credit Monitoring, EWS and NPA Management Modules

Sr.	Description	Document Required	Compliance (Yes/No)
1.	The Bidder must be a Government Organization/PSU / PSE / LLP or Private/Public company/Partnership firms in India and should be in existence for the last 5 years as on 31/03/2024	Registration/Incorporation certificate issued by the Registrar of Companies for Public/Private Companies (supporting MoA & AoA to be submitted) LLP Agreement as the case maybe. Registered Partnership Deed for partnership firms.	
3.	The bidder may be an OEM or a Certified Channel Partners of OEMs (CCPs), in case the OEM does not deal directly; OEM may bid through not more than two of their Certified Channel Partners of OEMs (CCPs).	Self-Declaration to be submitted from OEM in favor of CCPs (Bidder) as per Annexure-6	



4.	<p>The Bidder should have average annual turnover of at least Rs.20.00 crore during the last three financial year's viz. FY 2021-22, 2022-23 & 2023-24.</p> <p>The financials should be of the bidder only.</p>	<p>Audited Balance Sheet (ABS) & Profit and Loss Account Statement for F.Y. 2021-22, 2022-23 & 2023-24</p> <p>In case the ABS for FY 2023-24 is not available, then CA Certified Provisional Balance Sheet & Profit and Loss Account Statement shall be submitted.</p>	
5.	<p>The Bidder should have positive net-worth in the latest financial year i.e. 2023-24.</p>		
6.	<p>The Bidder/OEM should have successfully implemented at least 1 (one) LOS/LMS solution in any Scheduled Commercial Bank/Banks (with at least 1000 branches)/FIs/NBFCs/RRBs, covering MSME and Agriculture modules.</p>	<p>Certificate from respective bank/banks, FIs/NBFCs, where implementation has been done, to be submitted as proof.</p>	
7.	<p>Core banking Integration: The bidder should have</p>	<p>Self-Declaration with name</p>	
	<p>interfaced loan origination system with CBS (Core Banking Solution) of any Bank/Banks.</p>	<p>of Bank where interface has been done/ Letter from relevant Bank.</p>	
8.	<p>Interface: The bidder should have interfaced loan processing system with –</p> <ul style="list-style-type: none"> • Identity Verification Agencies (e.g.- NSDL, UIDAI, GST, MCA etc.) • Credit worthiness Assessment Bodies (e.g.- ITR returns, Credit bureaus, telecom data etc.) 	<p>Self-Declaration with name of Bank where interface has been done/ Letter from relevant Bank</p>	
9.	<p>The Bidder shall produce a self-declaration that there are–(a) no vigilance and/or material court cases pending against it; (b) no inquiry or investigation pending against it from any statutory regulatory and / or investigation agency; and (c) The Bidder has not been blacklisted by any public sector organization in last5-years.(d)Should not be a willful defaulter.</p>	<p>Self -Declaration Copy</p>	



10.	Micro and small Enterprises – Procurements through MSEs will be done as per the policy guidelines issued by Ministry of Micro, Small and Medium Enterprises (MSME), GOI from time to time. MSEs registered under the SPRS (Single Point Registration Scheme) of NSIC and complying with all the guidelines there under as well as those issued by GOI from time to time shall be eligible.	Copy of NSIC/MSME registration to be submitted	
11	OEM(s) should also provide certificate that the solution offered will not go “End of Sale” in the next two years and “End of support” for a minimum of 7 years.	Certificate from OEM	
12	Bidder should produce letter from OEM confirming back to back support and availability.	Letter from OEM	

Photocopies of relevant documents/certificates, duly stamped and signed must be submitted as proof in support of the claims made. Implementation proofs from respective Banks/FIs may also be furnished. The Bank reserves the right to verify/evaluate the claims made by the bidder independently. The decision of the bank in this regard shall be final/conclusive and binding upon the bidder. Requirements mentioned above should be complied by the bidders /partners as applicable and relevant documents to be timely submitted for fulfilment of eligibility criteria failing which the Bid may be summarily rejected.

Signature:

Name :

Designation :

Company seal :



17. BIDDER PROFILE (ANNEXURE-17)

(To be submitted by all the bidders)

Date: _____(DD/MM/2024)

To,

General Manager
Information Technology Department
Uttar Bihar Gramin Bank
Sharma Complex, Kalambagh Chowk
Muzaffarpur – 842001

Dear Sir,

Reference: Request for Proposal (RFP) for Supply, Installation and Implementation of Loan Management System (LMS) for Retail, Agriculture, MSME, Credit Monitoring, EWS and NPA Management Modules

Sr. No.	Particulars	Response
1	Name & Registered Office Address of the Bidder	
2	Type of organization & year of incorporation/ Registration. (Copy of certificate of registration/ incorporation to be submitted)	
3	PAN No (Copy of PAN card to be submitted)	
4	GST No (Copy of GST reg. to be submitted)	
5	Registered Office Address of the Bidder	
6	Correspondence address at Muzaffarpur with contact person/s name/s, telephone number, mobile number etc.	
7	Contact person/s name/s, telephone number, mobile number etc. for the purpose of this RFP	
8	Name and designation of the person authorized to sign the Bid/proposal and all other documents incidental to the RFP.	

Please find enclosed the supporting documents for above response.

Signature:

Name of the Authorized Person:

Designation:

(Company Seal)



18. RESPONSE TO RFP – LIST OF DOCUMENTS FORMING PART OF TECHNICAL BID (ANNEXURE-18)

Documents, constituting the Technical Bid (other than the Commercial Bid), must be submitted in the following order as part of the response to the RFP –

S.N.	Documents to be submitted	Submitted (Yes/No)
1	DD/Bank Guarantee (For EMD Fee) & DD (for BID document fee)	Yes / No
2	Technical Bid form	Yes / No
3	Bidder's profile along with supporting documents	Yes / No
4	Unconditional Acceptance of Terms and Conditions of RFP	Yes / No
5	Self-Declarations	Yes/ No
6	Eligibility fulfillment accompanied by all the supporting documents.	Yes / No
7	Information Security Certificate	Yes / No
8	Signed copy of the complete RFP document on each page, Bank's response to pre-bid queries and Corrigendum's, if any	Yes / No
9	Authorization for signing of RFP Document (Certified true copy of Board Resolution/Power of attorney/Authorization letter). POA as per format provided in RFP.	Yes / No
10	EMD Refund Letter	Yes / No
11	Integrity Pact (on stamp Paper of Rs. 1000/-)	Yes / No
12	Masked Commercial bid	Yes/ No
13	Bidder's self declaration for providing Key Features/Interfaces	Yes/ No



19. INTEGRITY PACT (ANNEXURE-19)

(To be submitted by all the bidders on stamp paper of Rs. 1000/-)

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) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.



- b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the *“Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed at (page nos. 6-7)*
- e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

(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 style="width: 80%; margin-left: auto; margin-right: auto;"/>	<hr style="width: 80%; margin-left: auto; margin-right: auto;"/>



Name: _____ Designation: _____	Name: _____ Designation: _____
<u>Witness 1</u> _____ Signature: Name: _____ Address: _____	<u>Witness 1</u> _____ Signature: Name: _____ Address: _____
<u>Witness 2</u> _____ Signature: Name: _____ Address: _____	<u>Witness 2</u> _____ Signature: Name: _____ Address: _____



20. CAPACITY PLANNING (ANNEXURE-20)

Uttar Bihar Gramin Bank and Uttar Banga Kshetriya Gramin Bank - Capacity Planning

Capacity Planning Parameters		Year 1	Year 2	Year 3	Year 4	Year 5
Number of Branches/Offices		1200	1210	1220	1240	1290
Total No of User	Retail	3500				
	Agri	3500				
	MSME	3500				
	NPA Management	1400	1420	1440		
	EWS and Credit Monitoring module					
	Online Modules	5000	5025	5050	5075	5100
	Mobility Solution	5000	5025	5050	5075	5100
Average Concurrent User	Retail	2500	2513	2525	2538	2550
	Agri	2500	2513	2525	2538	2550
	MSME	1000	1005	1010	1015	1020
	NPA Management	90	95	100	105	110
	EWS and Credit Monitoring module	375	381	388	394	400
	Online Modules	1250	1256	1263	1269	1275
	Mobility Solution	1250	1256	1263	1269	1275



21. EWS- FINANCIALS/LMS SYSTEM BASED (ANNEXURE-21)

LIST OF TRIGGERS (Data Source: CBS, Trade Finance)						Risk Grade Benchmark		
Sr. No.	Trigger Name	Source of Data	Frequency of Availability	Trigger Description	Criticality	RED	AMBER	YELLOW
1.	Account irregular number of days	Core Banking	Daily	No. of days the account has been irregular during last 6 months.	8	> 60 days	30 to 60 days	< 30 days
2.	Average utilization of FBWC limits.	Core Banking	Daily	Average limit utilization in last 90 days including WCDL and CCOD.	8	> 95 %	85% to 95%	< 85%
3.	Continuous flow of funds among intergroup companies within Bank (Amount)	Core Banking (Based on Group ID)	Daily	Monitoring of continuous flow of funds among intergroup companies (Amount). % value of DR/CR across group companies against total value of txn.	8	10	5	0
4.	Continuous flow of funds among intergroup companies (no of transactions)	Core Banking (Based on Group ID)	Daily	Monitoring of continuous flow of funds among intergroup companies (No. of txn). % of no. of txn. DR/CR across group companies against total no. of txn.	8	CAG > 25, MCG & SME > 10	CAG 10 to 25, MCG & SME 5 to 10	CAG < 10, MCG & SME < 5
5.	Delay in interest servicing days	Core Banking	Daily	No. of days interest not serviced from last debit (Arrear_cond_codes=601 then 1 ,Arrear_cond_codes=602 then 2 etc.)	8	2	1	0
6.	Frequent return of Outward Cheques (RBI)	Core Banking	Daily	Return of Outward Cheques- No. Of Instances In Last 30 Days	6	>2	2	1
7.	Heavy Cash Withdrawal	Core Banking	Daily	Heavy Cash Withdrawal on a daily basis i.e. Single Cash Trxn of Rs. 10 lac & above.	10	Yes		No
8.	Irregularity count in last 6 months	Core Banking	Daily	No. of times account has been irregular in last 6 months	8	>2	1 to 2	0
9.	Non-Renewal of facilities	Core Banking	Daily	No. of days delay in renewal of credit limits.	8	>60 days	30 to 60 days	<30 days



		g						
10.	Number of consecutive months with decline in credit-debit summation	Core Banking	Daily	No. of consecutive month of decline in credit-debit summation	6	3	2	1
11.	Number of inward cheque returns in last 30 days (RBI)	Core Banking	Daily	Number of inward cheque returns in last 30 days	6	>2	2	1
12.	Delay in servicing of interest- no. of times delayed in 6 months.	Core Banking	Monthly	No. of instances, delay in servicing of interest during last 6 months.	8	>1	1	0
13.	Movement of Stocks in Process (SIP)	Core Banking	Monthly	Increase in the value of SIP over previous month	6	>40	20 to 40	< 20
14.	No. of times account turns SMA-2 in 6 months	Core Banking	Monthly	Number of times Account turns SMA-2 during last 6 months.	8	2	1	0
15.	Delay in submission of stock statement	Core Banking	Monthly	No of days delay in submission of stock statement from due date (20 days grace period)	9	> 14 days	7 to 14 days	< 7 days
16.	Depletion in the value of security (Primary) (RBI)	Core Banking	Monthly	Percentage decline in value of primary security as compared to previous month.	9	>20%	10% to 20%	< 10%
17.	Primary Security Under-insured (RBI)	Core Banking	Daily	Is the Primary Security under-insured?	8	Yes		No
18.	Credit summations not matching reported sales in proportion to banks share (RBI)	Core Banking	Daily	Deviation(decrease in %) in credit summation from reported sales (Sales as a % WC Exposure sanctioned.)	6	>20%	10% to 20%	<10%
19.	Increase in holding levels of Debtors – against estimates (Monthly)	Core Banking	Monthly	% of Increase in holding levels of Debtors as per SS against estimates	6	>20	10 to 20	< 10



20.	Increase in holding levels of Stocks – against estimates (Monthly)	Core Banking	Monthly	% of Increase in holding levels of Stocks as per SS against estimates	6	>25	15 to 25	<15
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22. EWS- FINANCIALS/LMS SYSTEM BASED (ANNEXURE-22)

LIST OF TRIGGERS (Data Source: LMS)						Risk Grade Benchmark		
Sr No.	Dimension	Trigger Name	Source of Data	Frequency of Availability	Trigger Description	RED	AMBER	YELLOW
1.	Size	Adjusted TNW	Loan Proposal	Yearly	Deviation (Decrease in %) from Estimates	>10%	5% and 10%	<5%
2.	Due Diligence	Borrower, promoters/director/associates/group companies in the lists of defaulters	Loan Proposal	Yearly	Is the borrower, promoters/director/associates/group companies in the lists of defaulters?	Yes		No
3.	Liquidity	Current Ratio	Loan Proposal	Yearly	Absolute value	Prescribed Industry-wise benchmark	Prescribed Industry-wise benchmark	Prescribed Industry-wise benchmark
4.	Efficiency	Days inventory as cost of sales-downward (RBI)	Loan Proposal	Yearly	Deviation (Decrease in %) from Estimates	> 20%	5% to 20%	< 5%
5.	Leverage	Debt To Equity	Loan Proposal	Yearly	Deviation (Decrease in %) from Estimates	> 20%	5% to 20%	< 5%
6.	Efficiency	Debtors as days sales-(RBI)	Loan Proposal	Yearly	Deviation (Decrease in %) from Estimates	> 20%	5% to 20%	< 5%
7.	Project - related	Delay in project implementation	Loan Proposal	Yearly	Delay between COD as per projected & actual COD for project	> 180 days	90 days to 180 days	< 90 days



8.	Leverage	DSCR	Loan Proposal	Yearly	Absolute value	< 1.1	1.1 to 1.2	> 1.2
9.	Profitability	EBITDA Margin	Loan Proposal	Yearly	Deviation (Decrease in %) from Estimates	> 10%	5% to 10%	< 5%
10.	Efficiency	Gross Current Assets as days sales	Loan Proposal	Yearly	Absolute Value	> 210 days	150 days to 210 days	< 150 days
11.	Leverage	Interest Coverage Ratio	Loan Proposal	Yearly	Absolute Value	Prescribed Industry-wise	Prescribed Industry-wise	Prescribed Industry-wise
						bench mark	bench mark	bench mark
12	Profitability	Net Cash accrual to Net sales	Loan Proposal	Yearly	Absolute Value	> 20%	5% to 20%	< 5%
13	Coverage	Net Cash Accrual To Total Debt	Loan Proposal	Yearly	Absolute Value	< 12%	12% to 15 %	> 15%
14	Profitability	Net Profit Margin	Loan Proposal	Yearly	Deviation (Decrease in %) from Estimates	> 20%	5% to 20%	< 5%
15	Compliance	Non-Compliance with sanction terms	Loan Proposal	Yearly	Compliance status of sanction terms.	Yes		No
16	Compliance	Non-Submission of Audited Financials of borrower and Associate Companies	Loan Proposal	Yearly	No. of days delay in submission of Audited Financials beyond due date.	>30 days	1 day to 30 days	0
17	Liquidity	Quick Ratio	Loan Proposal	Yearly	Deviation (Decrease in %) from Estimates	CAG & MCG < 0.8 SME < 1.0	CAG & MCG 0.8 to 1.0 SME 1.0 to 1.2	CAG & MCG > 1.0 SME > 1.2



18	Profitability	Return on Capital Employed	Loan Proposal	Yearly	Absolute Value	CAG <12 % MCG <10 % SME <5%	CAG 12% to 15% MCG 10% to 12 % SME 5% to 8%	CAG >15 % MCG >12 % SME >8%
19	Profitability	Return on Equity	Loan Proposal	Yearly	Absolute Value	< 5	5 to 7.99	8
20	Liquidity	RoNW	Loan Proposal	Yearly	Deviation (Decrease in %) from Estimates	> 10%	5% to 10%	< 5%
21	Size	Net Sales	Loan Proposal	Yearly	Deviation (Decrease in %) from Estimates	> 20%	10% to 20%	< 10%
22	Liquidity	Net Sales To Total Assets	Loan Proposal	Yearly	Absolute Value	<0.7	0.7 to 1	> 1
23	Leverage	TOL/TNW	Loan Proposal	Yearly	Absolute Value	Prescribed Industry-wise benchmark	Prescribed Industry-wise benchmark	Prescribed Industry-wise benchmark
24	Coverage	Total Debt/EBITDA	Loan Proposal	Yearly	Absolute Value	Prescribed Industry-wise benchmark	Prescribed Industry-wise benchmark	Prescribed Industry-wise benchmark
25	Efficiency	% of shortfall in Net Sales – compared to estimates (as at end of Qtr.)	Loan Proposal	Yearly	% of shortfall in Net Sales – compared to estimates	>25	10 to 25	<10



26	Efficiency	Change in Internal Ratings	Loan Proposal	As per Dynamic Review of Rating based on triggers like irregularity in account, external rating downgrade, BG/LC devolve ment, profitability areas, raid/seiz ures by tax authorities, event effecting Cashflow / liquidity position of the borrower or at least annually	Number of notches downgraded.	Downgrade by 2 or more notches or Hurdle Rate.	Downgrade by 1 notch	No change in Ratings
	Efficiency	Decrease consistently in Interest Coverage Ratio (as on 31st March)	Loan Proposal	Yearly	How much % of decrease in ICR Y-O-Y.	<20	10 to 20	< 10
28	Efficiency	Difference in the value of Stocks in ABS vis-à-vis Stock Statement(as on 31st March)	Loan Proposal	Yearly	% Difference in value of stocks in SS (March) & value of Stocks in ABS	>20	10 to 20	<10
29	Liquidity	Operating Cash Flow to Current Liabilities	Loan Proposal	Yearly	Operating Cash Flow to Current Liabilities	>12	4 to 12	<4



30	Liquidity	Operating Cash Flow to Total Serviceable Debt	Loan Proposal	Yearly	Operating Cash Flow to Total Serviceable Debt	>10	4 to 10	<4
31	Compliance	Pending Perfection of Security/charges	Loan Proposal	Yearly (available on monthly basis from internal risk-based audit)	Number of items pending Perfection of Security/charges	>1	1	0



23. EWS- EXTERNAL SOURCE BASED (ANNEXURE-23)

LIST OF TRIGGERS						Data Source- External		
						(Sentimental Score based on criticality)		
						Risk Grade Benchmark		
Sr No.	Trigger Name	Source of Data	Frequency of Availability	Trigger Description	Criticality	RED	AMBER	YELLOW
1	Are the promoter(s) pledging/selling their shares in the borrower company due to financial stress?	News Analysis through crawling of various websites through a Data Discovery Application (Endeca) sourced from Oracle, (Stock exchange & SEBI filings are also available for listed entities)	Daily	Are the promoter(s) pledging/selling their shares in the borrower company due to financial stress?	9	from -1 to -0.5	from -0.5 to 0	from 0 to 1
2	Are there any Regulatory changes affecting the industry adversely?	News Analysis through crawling of various websites through a Data Discovery Application (Endeca) sourced from Oracle	Daily	Are there any regulatory changes affecting the industry adversely?	8	from -1 to -0.5	from -0.5 to 0	from 0 to 1
3	Borrower reported as Defaulter by other bank(s) In CRILC	CRILC Data shared by RBI	Weekly	Borrower reported as Defaulter by other bank(s) in CRILC (Unstructured)	10	from -0.5 to -1.5	from 0.5 to -0.25	from -0.25 to -0.5
4	Borrower, Promoters/Director/Associates/ Group Companies in the lists of defaulters	Wilful Defaulters's List of Credit Bureaus and MCA	Daily	Is The Borrower, Promoters/Director/Associates / Group Companies in the list of defaulters?	8	from -1 to -0.5	from -0.5 to 0	from 0 to 1
5	Change In External Ratings	Browsing of websites of all External Credit Rating Agencies (CRISIL research)	Daily	Number of Notches Downgraded	7	Downgrade by 2 or more notches	Downgrade by 1 notch	No change in Ratings



6	Has there been a continuous decline in share price in last quarter?	moneycontrol.com through CRISIL	Daily	Has there been decline in share price in recent past?	8	from -1 to -.5	from -.5 to 0	from 0 to 1
7	Has there been a delay in payment or non-payment of statutory dues?	News Analysis through crawling of various websites through a Data Discovery Application (Endeca) sourced from Oracle	Daily	Has there been delayed/non-payment of statutory dues?	6	from -1 to -.5	from -.5 to 0	from 0 to 1
8	Has there been an instance of loss of a major customer of borrower?	News Analysis through crawling of various websites through a Data Discovery Application (Endeca) sourced from Oracle	Daily	Major customer is one contributing more than 10% to borrower sales	7	from -1 to -.5	from -.5 to 0	from 0 to 1
9	Has there been any indication of fraud?	News Analysis through crawling of various websites through a Data Discovery Application (Endeca) sourced from Oracle	Daily	Has there been any indication of fraud?	10	from -1 to -.5	from -.5 to 0	from 0 to 1
10	Has there been any raid or imposition of a penalty by government agencies on the company?	News Analysis through crawling of various websites through a Data Discovery Application (Endeca) sourced from Oracle	Daily	Has there been any raid or imposition of penalty by government agencies on the company?	8	from -1 to -.5	from -.5 to 0	from 0 to 1
11	Has there been business expansion to areas outside core business/backward or forward integration?	News Analysis through crawling of various websites through a Data Discovery Application (Endeca) sourced from Oracle	Daily	Has there been business expansion to areas outside core business/backward or forward integration?	CAG - 5, MCG - 7, SME - 8	from -1 to -.5	from -.5 to 0	from 0 to 1



12	Has there been frequent change in statutory auditors (2 consecutive years)?	News Analysis through crawling of various websites through a Data Discovery Application (Endeca) sourced from Oracle	Daily	Has there been frequent change in statutory auditors?	7	from -1 to -.5	from -.5 to 0	from 0 to 1
13	Has there been Resignation of independent directors within a short span of time?	News Analysis through crawling of various websites through a Data Discovery Application (Endeca) sourced from Oracle, (Stock exchange & SEBI filings are also available for listed entities)	Daily	Has there been resignation of independent directors within a short span of time?	5	from -1 to -.5	from -.5 to 0	from 0 to 1
14	Has there been Withdrawal by project sponsor/funding agency or delay in receipt of subsidy?	News Analysis through crawling of various websites through a Data Discovery Application (Endeca) sourced from Oracle	Daily	Has there been withdrawal by project sponsor/funding agency or delay in receipt of subsidy?	6	from -1 to -.5	from -.5 to 0	from 0 to 1
15	Have there been disputes among Management/Promoters/JV Partners?	News Analysis through crawling of various websites through a Data Discovery Application (Endeca) sourced from Oracle	Daily	Have there been disputes among Management/Promoters/JV Partners?	9	from -1 to -.5	from -.5 to 0	from 0 to 1



16	Have there been Frequent changes in top management / key executives?	News Analysis through crawling of various websites through a Data Discovery Application (Endeca) sourced from Oracle, (Stock exchange & SEBI filings on Directors/Key Management Personnel are also available for listed entities)	Daily	Have there been frequent changes in top management / key executives?	7	from -1 to -.5	from -.5 to 0	from 0 to 1
17	Have there been high amount of personal loans by promoters?	News Analysis through crawling of various websites through a Data Discovery Application (Endeca) sourced from Oracle	Daily	Have there been high amount of personal loans by promoters?	8	from -1 to -.5	from -.5 to 0	from 0 to 1
18	Is there a danger of Product/technology obsolescence or introduction of cheaper substitutes?	News Analysis through crawling of various websites through a Data Discovery Application (Endeca) sourced from Oracle	Daily	Product/Technology obsolescence or introduction of cheaper substitutes	8	from -1 to -.5	from -.5 to 0	from 0 to 1
19	Is there frequent utility disruption (e.g. power/water etc.) at borrower-end?	News Analysis through crawling of various websites through a Data Discovery Application (Endeca) sourced from Oracle	Daily	Is there frequent utility disruption (e.g. power/water etc.) at borrower-end?	8	from -1 to -.5	from -.5 to 0	from 0 to 1
20	Is there high rejection of goods?	News Analysis through crawling of various websites through a Data Discovery Application (Endeca) sourced from Oracle	Daily	Is there high rejection of goods?	8	from -1 to -.5	from -.5 to 0	from 0 to 1



21	Is there Increasing employee attrition at borrower end?	News Analysis through crawling of various websites through a Data Discovery Application (Endeca) sourced from Oracle (EPFO data is also available)	Daily	Is there increasing employee attrition at borrower end?	7	from -1 to -.5	from -.5 to 0	from 0 to 1
22	Is there labour unrest ?	News Analysis through crawling of various websites through a Data Discovery Application (Endeca) sourced from Oracle	Daily	Is there labour unrest?	7	from -1 to -.5	from -.5 to 0	from 0 to 1
23	Negative News about Borrower/ Industry	News Analysis through crawling of various websites through a Data Discovery Application (Endeca) sourced from Oracle	Daily	Negative News about Borrower/ Industry.	7	from -1 to -.5	from -.5 to 0	from 0 to 1
24	Other Negative News	News Analysis through crawling of various websites through a Data Discovery Application (Endeca) sourced from Oracle	Daily	Has there been any other negative news about the borrower?	7	from -1 to -.5	from -.5 to 0	from 0 to 1
25	Unfavourable trends in borrower value chain (Upstream/Downstream Industries)	News Analysis through crawling of various websites through a Data Discovery Application (Endeca) sourced from Oracle	Daily	Unfavourable trends in borrower value chain (upstream/downstream industries)	8	from -1 to -.5	from -.5 to 0	from 0 to 1
26	Y-O-Y Decline In quarterly capacity utilization	News Analysis through crawling of various websites through a Data Discovery Application (Endeca) sourced from Oracle (CMIE data may also be referred)	Daily	Y-O-Y decline in quarterly capacity utilization is 40%,	8	from -1 to -.5	from -.5 to 0	from 0 to 1



24. EWS - AS PER RBI FOR RED FLAGGING OF ACCOUNTS (ANNEXURE-24)

S No	Description of Signals	Availability
1	Default in undisputed payment to the statutory bodies as declared in the Annual report	Annual / Quarterly/ As and when
2	Bouncing of the high value cheques	Daily
3	Frequent change in the scope of the project to be undertaken by the borrower	As and when
4	Foreign bills remaining outstanding with the bank for a long time and tendency for bills to remain overdue	Daily
5	Delay observed in payment of outstanding dues	As and when
6	Frequent invocation of BGs and devolvement of LCs	Daily
7	Under insured or over insured inventory	Daily
8	Invoices devoid of TAN and other details	As and when
9	Dispute on title of the collateral securities	As and when
10	Funds coming from other banks to liquidate the outstanding loan amount unless in normal course	As and when
11	In merchanting trade, import leg not revealed to the bank	As and when
12	Request received from the borrower to postpone the inspection of the godown for flimsy reasons	As and when
13	Funding of the interest by sanctioning additional facilities	Daily
14	Exclusive collateral charged to a number of lenders without NOC of existing charge holders	As and when
15	Concealment of certain vital documents like master agreement, insurance coverage	As and when
16	Floating front / associate companies by investing borrowed money	Annual / Quarterly
17	Critical issues highlighted in the stock audit report	Annual
18	Liabilities appearing in ROC search report, not reported by the borrower in its annual report	Annual / Quarterly/ As and when
19	Frequent request for general purpose loans	Daily
20	Frequent ad hoc sanctions	Daily
21	Not routing of sales proceeds through consortium / member bank/ lenders to the company	Daily
22	LCs issued for local trade / related party transactions without underlying trade transaction	As and when
23	High value RTGS payment to unrelated parties	As and when
24	Heavy cash withdrawal in loan accounts	Daily
25	Non production of original bills for verification upon request	As and when



26	Significant movements in inventory, disproportionately differing vis-à-vis change in the turnover	Annual / Monthly
27	Significant movements in receivables, disproportionately differing vis-à-vis change in the turnover and/or increase in ageing of the receivables	Annual / Monthly
28	Disproportionate increase in other current assets	Annual / Quarterly
29	Significant increase in working capital borrowing as percentage of turnover	Annual / Quarterly
30	Increase in Fixed Assets, without corresponding increase in long term sources (when project is implemented)	Annual / Quarterly
31	Increase in borrowings, despite huge cash and cash equivalents in the borrower's balance sheet	Annual / Quarterly
32	Frequent change in accounting period and/or accounting policies	Annual / Quarterly
33	Costing of the project which is in wide variance with standard cost of installation of the project	Annual / Quarterly / As and when
34	Claims not acknowledged as debt high	Annual / Quarterly
35	Substantial increase in unbilled revenue year after year	Annual / Quarterly
36	Large number of transactions with inter-connected companies and large outstanding from such companies	Annual / Quarterly / As and when
37	Substantial related party transactions	As and when
38	Material discrepancies in the annual report	Annual / Quarterly
39	Significant inconsistencies within the annual report (between various sections)	Annual / Quarterly
40	Poor disclosure of materially adverse information and no qualification by the statutory auditors	Annual / Quarterly
41	Raid by Income tax / sales tax / central excise duty officials	As and when
42	Significant reduction in the stake of promoter / director or increase in the encumbered shares of promoter / director	Annual / Quarterly / As and when
43	Resignation of the key personnel and frequent changes in the management	As and when



25. GUIDELINES ON BANNING OF BUSINESS DEALING (ANNEXURE-25)

Guidelines on Banning of Business Dealing

S.No.	Contents
1.	Introduction
2.	Scope
3.	Definitions
4.	Initiation of Banning/ Suspension
5.	Suspension of Business Dealing
6.	Ground on which Banning of Business Dealings can be Initiated
7.	Banning of Business Dealings
8.	Removal from List of Approved Agencies- Suppliers/ Contractors
9.	Show-Cause Notice
10.	Appeal Against the Competent Authority
11.	Review of the Decision by the Competent Authority
12.	Circulation of Names of Agencies with Whom Business Dealings have been banned

1. Introduction

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

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

2. Scope

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

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

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

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



2.5 These guidelines apply to all the Units and subsidiaries of Uttar Bihar Gramin Bank.

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

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

3. Definitions

In these Guidelines, unless the context otherwise requires:

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

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

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

a) If one is a subsidiary of the other.

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

c) If management is common;

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

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

a) For Bank (entire UTTAR BIHAR GRAMIN BANK) wide Banning General Manager (GAD) shall be the "Competent Authority" for the purpose of these guidelines. Chairman, Uttar Bihar Gramin Bank shall be the "Appellate Authority" in respect of such cases except banning of business dealings with Foreign Suppliers of imported coal/coke.

b) For banning of business dealings with Foreign Suppliers of imported goods, UTTAR BIHAR GRAMIN BANK Chairman shall be the "Competent Authority". The Appeal against the Order passed by EDC, shall lie with Chairman & Managing Director, as First Appellate Authority.

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

d) For Regional Offices only

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

e) For Head Office only

For procurement of items / award of contracts, to meet the requirement of Corporate Office only, Chairman shall be the "Competent Authority" and concerned Chairman shall be the "Appellate Authority".

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

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



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

4. Initiation of Banning / Suspension

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

5. Suspension of Business Dealings

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

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

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

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

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

- i) Suspension of the foreign suppliers shall apply throughout the Bank including Subsidiaries.
- ii) Based on the complaint forwarded by General Manager (GAD) or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of Uttar Bihar Gramin Bank to continue to deal with such agency, pending investigation, Head Office Vigilance may send such recommendation on the matter to General Manager, GAD to place it before GAD Committee with General Manager (GAD) as Convener of the Committee. The committee shall expeditiously examine the report, give its comments/recommendations within twenty-one days of receipt of the reference by General Manager, GAD.
- iii) If EDC opines that it is a fit case for suspension, EDC may pass necessary orders which shall be



communicated to the foreign supplier by General Manager, GAD.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.13 Continued poor performance of the Agency in several contracts;

6.14 If the Agency misuses the premises or facilities of the Bank (CENTRAL BANK OF INDIA / UBGB / UBKGB), forcefully occupies, tampers or damages the Bank's properties including land, water resources, forests / trees, etc.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may



decide to ban business dealing for any good and sufficient reason).

7 Banning of Business Dealings

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

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

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

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

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

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

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

- Banning of the agencies shall apply throughout the Bank including Subsidiaries.
- Based on the complaint forwarded by General Manager (GAD) or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of Uttar Bihar Gramin Bank to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to General Manager, GAD to place it before Executive Directors' Committee (GAD) with General Manager (GAD) as Convener of the Committee.
- The committee shall expeditiously examine the report, give its comments/recommendations within twenty-one days of receipt of the reference by General Manager, GAD.
- If GAD committee opines that it is a fit case for initiating banning action, it will direct General Manager (GAD) to issue show-cause notice to the agency for replying within a reasonable period.



- On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by General Manager (GAD) to EDC for consideration & decision.
- The decision of the EDC shall be communicated to the agency by General Manager (GAD).

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

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

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

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

9 Show-cause Notice

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

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

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

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

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

10 Appeal against the Decision of the Competent Authority

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

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

11. Review of Decision by the Competent Authority

Any petition / application filed by the Agency concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Competent Authority upon disclosure of new facts / circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee/EDC as the case may be for examination and recommendation.

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



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

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

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

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



26. BIDDER'S SELF DECLARATION FOR PROVIDING KEY FEATURES/INTERFACES (ANNEXURE-26)

Readiness for the following parameters/features need to be ticked (Yes/No) by the bidder -

Sr. No.	Particulars	Yes/No
1	CBS Integration – Finacle 10 (and further upgrades)	
2	Integration with Data Warehouse	
3	Integration with other Interfaces (Handheld devices – Mobile/Tab), Rating agencies, Aggregators, Fintech Companies etc.	
4	DMS (Document Management System) to facilitate digital flow of documents seamlessly linking to loan accounts.	
5	Capability for handling both Centralized and Standalone processing of loan applications in a Hub and Spoke model i.e both at Central Processing Centre and Branches.	
6	The Vendor is required to provide all the existing products of various Business Verticals like Retail, Agriculture, MSME, Credit Monitoring and Recovery.	
7	Flexibility to add/modify/delete new products at Bank's level for parameterization independently without dependence on vendor.	
8	Ability to perform Financial Analysis/Balance Sheet analysis/Rule Builder as per Bank's loan policy.	
9	Provide all required IT Security features to safeguard Bank's IT ecosystem.	
10	Integration with <ul style="list-style-type: none"> • Identity Verification Agencies • Creditworthiness Assessment Bodies • Account Aggregators • Fintech companies 	



27. Comments on Terms and Conditions (ANNEXURE-27)

(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



28. Make in India purchase preference (ANNEXURE-28)

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

Date : xx / xx / xxxx

To,

Dear Sir,

Ref : RFP No

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

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

Signature of Statutory Auditor
Cost Auditor
Name/Company
Registration Number
Seal

Counter-signed:

Bidder OEM

Name & Signature of authorised signatory
(In the capacity
of)

Name & Signature of authorised signatory

(In the capacity of)

Duly authorized to sign for and on behalf of OEM
(supported by Board Resolution/POA)



29. Land Border with India (ANNEXURE-29)

(This letter should be on the letterhead of the Bidder & OEMs duly signed by an authorized signatory. Bidder to strictly adhere to the Land Border Clause as mentioned below in the documents)

(Please refer attached documents for Land Border Clause document F.No.6/18/2019-PPD dated 23.07.2020 -

- a. **Annexure 10a - DoE order dated 23.7.2020.pdf**
- b. **Annexure 10b - Draft recommendation - Transfer of Technology arrangement with land border sharing countries.pdf**

Date:

To

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

Dear Sir,

I have read Office Memorandum F.No.6/18/2019-PPD dated 23.07.2020 issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division Inserting Rule 144 (xi) in General Financial Rules (GFRs), 2017 which defines clauses regarding restrictions or procurement from a bidder of a country which shares a land border with India.

I certify that _____(Bidder / OEM Name) is not from such a country or, if from such a country, has been registered with the competent authority, I certify that this bidder / OEM fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the competent authority shall be attached.]”

Authorized Signatory

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

Company Seal of the OEM



30: Guidelines, Terms & Conditions and Process Flow for E-Procurement Auction

Rules for Reverse Auction (It should be only for the reverse auction)

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

Reverse Auction Event Information

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

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

Date and time of reverse auction: Will be informed after Technical Evaluation of bids.

Terms & Conditions of Reverse Auction

1. TRAINING: An agency appointed by the Bank will conduct adequate training to the technically qualified Bidders on the bidding process. The Bidder has to participate in the training at their own cost.
2. LOG IN NAME & PASSWORD: Each technically qualified Bidder will be assigned a Unique User Name & Password by the agency appointed by the Bank. The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from the agency appointed by the Bank. All bids made from the Login ID given to the Bidder will be deemed to have been made by the Bidder.
3. BIDS PLACED BY BIDDER: The bid of the Bidder will be taken to be an offer to sell. Bids once made by the Bidder cannot be cancelled. The Bidder is bound to sell the material as mentioned above at the price that they bid.
4. LOWEST BID OF BIDDER: In case the Bidder submits more than one bid, the lowest bid will be considered as the Bidder's final offer to sell
5. AUCTION TYPE: The Bidders will be able to view the rank of different Bidders. The Bidder will not be able to view the current lowest price on the portal.
6. VISIBILITY TO BIDDER: The Bidder shall be able to view the following on his screen along with the necessary fields:
 - Rank of other Bidders
 - Rank of the Bidder
7. MASKED NAMES: The original names of the Bidders shall be masked in the Reverse Auction and they shall be given dummy names. After the completion of the Reverse Auction event, the agency appointed by the Bank shall submit the Report to CBI with the original names displayed.
8. GENERAL TERMS & CONDITIONS: Bidders are required to read the "Terms and Conditions" section of the auctions site (of the agency concerned, using the Login IDs and passwords given to them.



9. OTHER TERMS & CONDITIONS:

- The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other Bidders
- The Bidder shall not divulge either his Bids or any other exclusive details of CBI to any other party.
- UBGB's decision on award of Contract shall be final and binding on all the Bidders.
- UBGB can decide to extend, reschedule or cancel any Auction. Any changes made by UBGB after the first posting will have to be accepted if the Bidder continues to access the site after that time.
- UBGB and the agency shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- UBGB and the agency are not responsible for any damages, including damages that result from, but are not limited to negligence. The agency will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

N.B.

All the Bidders are required to submit the Reverse auction process compliance Form after the training program duly signed to UBGB. After the receipt of the Agreement Form, Log in ID & Password shall be allotted to the Technically Qualified Bidders.

Auction Format	<p>ENGLISH REVERSE NO TIES AUCTION</p> <ul style="list-style-type: none"> • There is only 1 Bidder at a particular position / rank, which means 1 L1, 1 L2 & so on. The criteria followed here is of Price only. So, the Bidder who quotes the lowest Price is declared as the winner of the Auction. • A Bidder here can revise his bids. The revised price should be lower than the L-1 price at that point of time.
Bidding Process and Timeline	<p>You should complete the following steps:</p> <ul style="list-style-type: none"> • Participate in the training Program for bidding by the agency appointed by the Bank on the dates mentioned in this document • You should be prepared with competitive price quotes on the day of the bidding event. Participate in the online bidding event.
Start Bid Price	<ul style="list-style-type: none"> • Start bid price is the upper/ ceiling price of the contract value fixed by UBGB for the reverse auction event. Bidders can bid only lower than the start bid price. • Start bid price shall be available to the Bidders during the start of the auction on the auction site.
Bid Decrement	<ul style="list-style-type: none"> • Bid Decrement is the fixed amount by which, or by multiples of which, the next bid value can be decreased • Bid Decrement shall be available to the Bidders during the start of the auction on the auction site
Bid Price in Reverse Auction	<p>Kindly mention the bid price basis i.e. the price quoted in the reverse Auction shall be lump sum exclusive of all taxes</p>
Auto Bids	<p>Auto Bid function shall be disabled during the e- procurement auction</p>
Auction Duration	<p>The auction will be of 1-hour duration. In case there is a bid by any Bidder within 5 minutes of closing of the auction, the auction will be extended by another 5 minutes. Such extension will be allowed to</p>



	continue till no quote is placed within 5 minutes of the last quote or 30 minutes whichever is lower. In any event the auction process deems to have concluded by 90 minutes from the start of the auction. Auto-bid feature will be disabled from the start time of bidding. This feature will be explained during training.
Price Bid Evaluation and Award of Purchase Order	<ul style="list-style-type: none">• At the end of reverse auction process, L1 of Reverse Auction will be identified.• UBGB reserves the right to reject any or all the bids without assigning any reason whatsoever.

The above terms and conditions are acceptable to us

Authorized Signatory

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

Company Seal of the Bidder



Undertaking 1

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

Date:

To

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

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the E-procurement Auction Annexure enclosed with the RFP document of UTTAR BIHAR GRAMIN BANK

This letter is to confirm that:

1. The undersigned is authorized representative of the company.
2. We confirm that we have changed our password after first login.
3. We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in RFP of UBGB and confirm our agreement to them.
4. We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
5. We confirm that UBGB and the agency India shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC etc. before or during the auction event.
6. We understand that in the event we are not able to access the auction site, we may authorize the agency to bid on our behalf by sending a fax containing our offer price before the auction close time and no claim can be made by us on either UTTAR BIHAR GRAMIN BANK or the agency appointed by the Bank regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.
7. I/we do understand that the agency may bid on behalf of other vendors as well in case of above-mentioned exigencies.
8. We, hereby confirm that we will honor the Bids placed by us during the auction process.

Authorized Signatory

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

Company Seal of the Bidder



Undertaking 2: Letter of Indemnity

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

Date:

To

General Manager
Information Technology 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.



RFP for Supply, Installation & Implementation of End to End (E2E) Loan Lifecycle Management System (LMS) for Retail, Agriculture, MSME, Credit Monitoring, EWS and NPA Management Modules

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

Company Seal of the Bidder

**** END OF RFP DOCUMENT ****