



**Request for proposal for solution for Design, Development,
Integration & Implementation of Mobile Banking Application
and its Operations and Maintenance**

DEPARTMENT OF INFORMATION TECHNOLOGY

The Nainital Bank Ltd
Railway Bazar, Haldwani
Nainital-263139
Uttarakhand

RFP Reference: NTB/IT/MB/2023/06/014
Date: 07.06.2023

1.1. Table of Contents

| | |
|---|-----------|
| 1.1. Table of Contents | 2 |
| 2. Section I – Invitation to Bid..... | 6 |
| 2.1. Document Control Sheet | 7 |
| 3. DISCLAIMER..... | 10 |
| 4. Section II: Instructions for Bid Submission | 11 |
| 4.1. Executive summary of the project | 11 |
| 4.2. Preparation of Bids..... | 12 |
| 4.3. Submission of Bids | 12 |
| 4.4. Assistance to Bidders | 13 |
| 4.5. Cost to Bid..... | 13 |
| 4.6. Micro and Small Enterprise (MSE) | 13 |
| 4.7. Contents of the RFP Document..... | 13 |
| 4.8. Clarification on RFP Document | 14 |
| 4.9. Amendment of RFP Document..... | 14 |
| 4.10. Language of Bids | 14 |
| 4.11. Documents Comprising the Bids..... | 15 |
| 4.12. Bid Prices | 16 |
| 4.13. Firm Prices | 16 |
| 4.14. Bidder Qualification | 17 |
| 4.15. Earnest Money Deposit (EMD) | 17 |
| 4.16. Security Deposit..... | 18 |
| 4.17. Period of Validity of Bids | 18 |
| 4.18. Format and Signing of Bid..... | 18 |
| 4.19. Revelation of Prices | 18 |
| 4.20. Terms and Conditions of Bidders | 18 |
| 4.21. Consortium..... | 18 |
| 4.22. Last Date for Receipt of Bids | 19 |
| 4.23. Late Bids | 19 |
| 4.24. Modification and Withdrawal of Bids | 19 |
| 4.25. Bidder's Address for Correspondence | 19 |
| 4.26. Contacting the Bank | 19 |
| 4.27. Opening of Bids by Bank | 19 |
| 4.28. Evaluation of Bids..... | 19 |
| 4.29. Preliminary Examination | 20 |
| 4.30. Clarification | 20 |

| | | |
|-----------|---|-----------|
| 4.31. | Evaluation of Eligibility Criteria | 20 |
| 4.32. | Evaluation of Technical Bids | 23 |
| 4.33. | Evaluation of Commercial Bids | 28 |
| 4.34. | Final Bid Evaluation (Techno commercial bid):..... | 29 |
| 4.35. | Bank's Right to Vary Scope of Contract at the time of Award..... | 30 |
| 4.36. | Bank's Right to Accept Any Bid and to Reject Any or All Bids | 30 |
| 4.37. | Notification of Award | 30 |
| 4.38. | Award of Contract..... | 30 |
| 4.39. | Placing of Purchase Orders..... | 31 |
| 4.40. | Bank Guarantee for Contract Performance | 32 |
| 4.41. | Confidentiality of the Document | 32 |
| 4.42. | Tender Related Condition..... | 32 |
| 4.43. | Rejection Criteria | 33 |
| 4.43.1 | General Rejection Criteria | 33 |
| 4.43.2 | Technical Rejection Criteria | 33 |
| 4.43.3 | Commercial Rejection Criteria..... | 33 |
| 5. | Section III: Detailed Scope of Work..... | 34 |
| 5.1. | Broad Outlines of Scope of Work | 34 |
| 5.2. | Reports | 38 |
| 5.3. | Sizing of Hardware and Software..... | 39 |
| 5.4. | Software Lifecycle | 40 |
| 5.5. | Facility Management..... | 40 |
| 5.6. | Training..... | 40 |
| 5.7. | Manuals/ documentation..... | 41 |
| 5.8. | Web Portal..... | 41 |
| 5.9. | General Aspects in Scope | 41 |
| 5.10. | Implementation scope | 43 |
| 5.11. | Detail Design | 43 |
| 5.12. | Proposed Solution and Approach | 44 |
| 5.13. | Project Deliverables | 45 |
| 5.14. | Quality Assurance | 46 |
| 5.15. | Implementation scope | 46 |
| 5.16. | Detail Design | 47 |
| 5.17. | Technical and Functional Specifications..... | 47 |
| 6. | Section IV – General Conditions of Contract and Service Levels Agreement | 51 |
| 6.1. | Term and Extension of the Contract | 53 |

| | | |
|-----------|--|-----------|
| 6.2. | Termination of the Contract | 53 |
| 6.3. | EXIT MANAGEMENT: | 54 |
| 6.4. | Security and Audit | 56 |
| 6.5. | Prices..... | 56 |
| 6.6. | Payment Terms | 56 |
| 6.7. | Payment Schedule | 56 |
| 6.8. | Service Level Agreement | 57 |
| 6.9. | PENALTY: | 59 |
| 7. | Section V – Bid Submission Format..... | 60 |
| 7.1. | Bidder Profile | 60 |
| 7.2 | Manufacturer Authorization Format..... | 62 |
| 7.2. | Undertaking by OEM as Bidder (Applicable when OEM is the Bidder)..... | 63 |
| 7.3. | Declaration for Non-Blacklisting | 64 |
| 7.4. | Undertaking of Information Security | 65 |
| 7.5. | Undertaking by the Bidder (To be included in Technical & Commercial Bid Envelope)..... | 66 |
| 7.6. | Undertaking for Price Validity & Acceptance of all terms & conditions of RFP | 67 |
| 7.7. | Undertaking for No Deviation..... | 68 |
| 7.8. | Commercial Bid Format | 69 |
| 7.9. | Details of Hardware & Operating System Requirement | 70 |
| 7.10. | Non-Disclosure agreement | 71 |

List of Abbreviations

| Acronym | Full Form |
|----------------|-----------------------------------|
| AePS | Aadhar Enabled Payment System |
| AMC | Annual Maintenance Contract |
| BG | Bank Guarantee |
| CBS | Core Banking Solution |
| DC | Data Centre |
| DD / PO | Demand Draft / Pay Order |
| DMS | Dual Message System |
| DR | Disaster Recovery |
| EOD | End of Day |
| EMD | Earnest Money Deposit |
| IMPS | Immediate Payment System |
| LoI | Letter of Intent |
| NDA | Non-Disclosure Agreement |
| NEFT | National Electronic Fund Transfer |
| OEM | Original Equipment Manufacturer |
| OSD | Original Software Developer |
| PBG | Performance Bank Guarantee |
| PO | Purchase Order |
| RBI | Reserve Bank of India |
| RFP | Request for Proposal |
| RTGS | Real Time Gross Settlement |
| SLA | Service Level Agreement |
| SMS | Single Message System |
| TCO | Total cost to Ownership |
| TO | Technical Offer |
| UI | User Interface |
| UX | User Experience |
| UPI | Unified Payment System |

2. Section I – Invitation to Bid

RFP No. NTB/IT/MB/2023/06/014

The Nainital Bank Ltd.
Department of Information Technology,
Railway Bazar, Haldwani, Uttarakhand – 263139

Dated: 07.06.2023

*The Nainital Bank Ltd. invites bids (Technical & Commercial) for **“Design, Development, Integration & Implementation of Mobile Banking Application and its Operations and Maintenance”** solution from eligible Bidders which are valid for a period of 180 days from the last date of submission of bid date.*

| | | |
|--|--|---|
| Scope of Work | Design, Development, Integration & Implementation of Mobile Banking Application and its Operations and Maintenance | |
| Application Money | Rs. 20,000/- (Rupees Twenty Thousand Only) | Application money has to be deposited as DD/PO/NEFT* at the time of submission of Bid. |
| EMD (Earnest Money Deposit) to be submitted | Rs. 5,00,000/- (Rupees Five Lakhs Only) | Earnest Money Deposit (EMD) submitted in the form of DD/PO/NEFT/RTGS* or Bank Guarantee which should be valid for a period of 6 months from last date for bid submission date. EMD to be deposited along with the bid. |
| Last date and time of submission of Bids | 27/06/2023 (1600 Hrs) | |
| Date and time of opening of Eligibility cum Technical Bids (envelope 1 and envelope 2) | Date and time of opening of envelope 1 & 2 will be shared later to the Bidders (through the authorized e-mail ID shared by the Bidders in Bidder Profile.) | |

Interested parties may view and download the RFP Document containing the detailed terms & conditions, from the website <https://www.nainitalbank.co.in/english/tender.aspx>

***DD/PO/NEFT/RTGS and Bank Guarantee should be made in favour of The Nainital Bank Ltd. and DD/PO be made Payable at Haldwani.**

RFP Coordinator – Pankaj Kumar
Contact No –05946-250152/ 7055101523
e-mail: itprojects@nainitalbank.co.in

2.1. Document Control Sheet

| | |
|---|---|
| Tender Reference No. | NTB/IT/MB/2023/06/014 |
| Name of Organization | THE NAINITAL BANK LTD |
| Tender Type (Open/Ltd/EOI/Auction/Single) | OPEN |
| Tender Category (Services/Goods/works) | Services/Goods |
| Type/Form of Contract (Work/Supply/Auction/Service/Buy/ Empanelment/Sell) | Supply/Service/Buy |
| Technical Evaluation (Yes/No) | Yes |
| Is Multi Currency Allowed | No (Only INR) |
| Payment Mode (Online/Offline) | Offline/Online |
| RFP Issuance Date | 07/06/2023 |
| RFP Coordinator | RFP Coordinator – Mr. Pankaj Kumar Contact No – 05946-250152,7055101523 e-mail– itprojects@nainitalbank.co.in |
| Last date of receiving written request for clarifications before the pre-bid meeting | 16:00 hrs. on 12/06/2023 e-mail– itprojects@nainitalbank.co.in |
| Pre-bid meeting | <ul style="list-style-type: none"> • Pre bid meeting will be held through the online mode on 15/06/2023 between 11:00 AM and 1:00 PM. • Bidder to submit the names of -2- authorized officials/persons (Maximum) along with their contact numbers, designations and e-mail IDs on itprojects@nainitalbank.co.in by 12/06/2023. • Invitation link of the meeting will be sent by the Bank to email IDs (max 2) of authorized officials/persons of the Bidder to join the Online Pre-Bid Meeting as per the schedule mentioned above. • In order to join the On-Line Pre-bid meeting, the Bidder's representatives will have to click the link provided through E-mail by the Bank. |
| Last date of submission of RFP response (Closing date) And address for submission of Bid | 1600 Hrs. on 27/06/2023 at The Nainital Bank Ltd, Regional Office 4th Floor, UPRNN Building C-20 / 1A / 7, Sector-62, Noida, Uttar Pradesh-201309 |

| | |
|---|---|
| Mode of Submission of Bid | The Bidder shall deposit the Bid envelope in person in the tender box kept for this purpose at the above address on or before 16:00 hrs, on bid submission date mentioned herein this RFP document. |
| Date and time of opening of Eligibility cum Technical Bids (envelope 1 and envelope 2) | Date and time of opening of envelope 1 & 2 will be shared later on to the Bidders (through the authorized e-mail ID shared by the Bidders.) |
| Date of Technical Presentation | Date of technical presentation will be shared later on to the eligible Bidders through authorized e-mail ID shared by the Bidders. |
| Contract Type (Empanelment/Tender) | Tender |
| Multiple Technical Annexure(s) | Yes |
| Quoting for all Technical Annexures is compulsory | Yes |
| Application Money | Application Money of Rs. 20,000/- (Rupees Twenty Thousand Only) * has to be deposited as DD / PO / NEFT at the time of Bid submission. The NEFT should be sent on or before last date of Bid submission as per account details mentioned below: Account Name - Adjusting Account Account Number - 9994203000000001 IFSC Code - NTBL0NAI999 Branch Name - Head Office, Nainital |
| Fees for Proposed Solution Features | Fees for proposed solution features Rs. 1,500/- (Rupees One Thousand Five Hundred Only) * has to be deposited by bidder through NEFT and duly signed NDA document (Refer Point 7.10 for NDA Format) has to be submitted. Please ensure that NEFT UTR must be shared to RFP coordinator via e-mail. The NEFT account details mentioned below: Account Name - Adjusting Account Account Number- 9994203000000001 IFSC Code - NTBL0NAI999 Branch Name - Head Office, Nainital |
| Bid Security (Earnest Money Deposit) | Earnest Money Deposit (EMD) of Rs. 5,00,000/- (Rupees Five Lakh Only) * submitted in the form of DD/PO/NEFT/RTGS or Bank Guarantee which should be valid for a period of -6-(six) months from last date for bid submission date. EMD to be deposited along with the bid. |

| | |
|---------------------------------------|---|
| | The NEFT/RTGS should be sent on or before revised last date of Bid submission as per account details mentioned below: Account Name - Adjusting Account Account Number - 999420300000001 IFSC Code - NTBL0NAI999 Branch Name - Head Office, Nainital |
| Bid Validity days | 180 days from the last date for submission of bid |
| Location for Submission of Bid | The Nainital Bank Ltd, Regional Office 4th Floor, UPRNN Building C-20 / 1A / 7, Sector-62, Noida, Uttar Pradesh-201309 |
| Validity of Contract | Five years from the Go-Live date of proposed solution and extendable for further Two years solely at option of the Bank. |
| Address for Communication | The Nainital Bank Ltd Department of Information Technology Railway Bazar, Haldwani Uttarakhand - 263139 |

* MSEs (Micro and Small Enterprise (MSE) are exempted from paying the application money and Bid security amount for which the concerned enterprise needs to provide necessary documentary evidence. For MSEs Government of India provisions shall be considered while evaluating the tender. (Please refer Pt. 4.6 of this RFP document for detailing the MSE clause)

***DD/PO/NEFT/RTGS and Bank Guarantee should be made in favour of The Nainital Bank Ltd. and DD/PO be made Payable at Haldwani.**

3. DISCLAIMER

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

4. Section II: Instructions for Bid Submission

4.1. Executive summary of the project

The Nainital Bank Ltd was established in the year 1922 with the objective to cater banking needs of the people of the region. Bank of Baroda, a premier nationalized bank, is managing the affairs of The Nainital Bank Ltd since 1973. The Bank is having 168 branches at present operating in five states i.e. Uttarakhand, Uttar Pradesh, Delhi, Haryana and Rajasthan. Bank's Head Office is at Nainital, Uttarakhand and -3- Regional Offices are functioning at Noida, Dehradun and Haldwani. The Bank is running with a vision which states: "To emerge as a customer centric National Bank & become the most preferred bank for its product, services, technology, efficiency & financials."

Scope of RFP in brief is mentioned below:

The Nainital Bank Ltd has strategic plans to enhance the various banking delivery channels and integrate them in a way, to deliver seamless and superior digital experience to the customers and stakeholders. Technology has enabled the delivery of banking services through multiple channels, improving convenience, reach and speed.

The objective of this RFP envisages a solution for Mobile Banking Application which includes User Interface (UI) and User Experience (UX) through the procurement & Design, Development, Integration, Installation, Implementation, Maintenance, Operations and resource deployment and other components required along with parameterization, user acceptance testing, documentation, training, knowledge transfer and support (hereinafter referred to as "solution").

The proposed solution should be implemented and integrated with Bank's Finacle 10.x Core Banking Solution including all additional required middleware and should be scalable so as to support Finacle 10.x (or higher version) CBS solution used by Bank. It must be capable to integrate with Bank's other projects in future as Bank may go for up-gradation and integration of other delivery channels and applications at a later date.

The proposed solution shall be implemented for Android/ iOS native Mobile Banking Application and should run on all the types of existing Smartphones & Tablets as well as new Smartphones & Tablets in the market. The proposed solution shall be highly responsive, easy to navigate and user friendly. The Bidder shall deliver, install the proposed solution and arrange for user acceptance test at Bidder's cost as per accepted time schedules. The Bidder shall provide for all tools, testing instruments, drivers, consumables required to install, customize and test the software without any further charge, expense and cost to Bank.

The Bidder has to undertake to incorporate, at no cost to the Bank, suitable changes in the proposed solution including the software, procedure, security as well as operations as required and which come into force from time to time to comply with any new guidelines from RBI/NPCI/Bank/Other regulator and statutory bodies as per their defined time-lines for providing the Mobile Banking services to the Bank. The Bidder shall ensure that the required

Hardware, Software, Middleware along with other components etc. meets all the technical and functional requirement as envisaged in the scope of the RFP for proposed solution.

The broad scope of work for the proposed solution is given in the ‘**Detailed Scope of Work**’ section. This is an end to end project and all the items/features required for making the proposed solution operational should be considered by the Bidder, even if the same is not explicitly mentioned in this RFP document or not clarified through subsequent corrigendum(s)/amendment(s), if any.

4.2. Preparation of Bids

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

Please go through the tender advertisement and the RFP Document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

4.3. Submission of Bids

The Bidder shall seal the original DD/PO or Bank Guarantee as EMD and Application fees in form of DD/PO in an envelope which will be marked as Envelope No. 1 along with other Pre-qualification documents. If the same are deposited through NEFT/RTGS, as the case may be, details of same should be submitted in the Bidder’s Profile. The Bidder shall mark its company/firm/LLP name and RFP reference number on the back of the Bank Demand Draft before sealing the same. The address of The Nainital Bank Ltd. i.e. place of submission of bids, name and address of the Bidder and the Tender/RFP Reference Number shall be marked on the envelope. The envelope shall also be marked with a Sentence “NOT TO BE OPENED BEFORE the Date and Time of Bid Opening”. If the envelope is not marked as specified above, THE NAINITAL BANK LTD. will not assume any responsibility for its misplacement, pre-mature opening etc.

The Bidder shall deposit the Bid envelope in person in the tender box kept for this purpose at **The Nainital Bank Ltd, Regional Office, 4th Floor, UPRNN Building, C-20 / 1A / 7, Sector-62, Noida, Uttar Pradesh - 201309** on or before **1600 Hrs on 27/06/2023** (Bid Submission Date).

One paper copy and one electronic copy (Power Point or Microsoft Word and Excel contained in storage media) of all documents submitted under Technical Bid (**Envelope 2**) must be supplied to Bank at **The Nainital Bank Ltd, Regional Office, 4th Floor, UPRNN Building, C-20 / 1A / 7, Sector-62, Noida, Uttar Pradesh - 201309** and addressed as “Design, Development, Integration & Implementation of Mobile Banking Application and its Operations and Maintenance”.

Bidders are requested to note that they should necessarily submit their commercial bids in the format provided and no other format is acceptable. If the Bidder(s) adopts any other format, such bid(s) shall be rejected.

4.4. Assistance to Bidders

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

4.5. Cost to Bid

The Bidder shall bear all costs associated with the preparation and submission of its bid, including cost of presentation for the purposes of clarification of the bid or otherwise. The Bank, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

4.6. Micro and Small Enterprise (MSE)

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

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

4.7. Contents of the RFP Document

The RFP Document is divided into following sections:

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

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

4.8. Clarification on RFP Document

A prospective Bidder requiring any clarification on the RFP Document may submit his queries, through email, at the Bank's e-mail address i.e. itprojects@nainitalbank.co.in and as per schedule indicated under **Section I – Invitation to Bid**. The queries must be submitted in the following format (in Excel file, *.xls) shall only be considered for clarification:

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

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

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

Note: Inputs/suggestions/queries submitted by Bidders as part of the pre-bid queries and otherwise will be given due consideration by the Bank, however THE NAINITAL BANK LTD is not mandated to accept any submission made by the Bidder and nor the Bidder will be given any written response to their submissions. If an input is considered valid by the bank the same will be accepted and incorporated as part of the corrigendum and shall be published on Bank's website.

4.9. Amendment of RFP Document

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

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

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

4.10. Language of Bids

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

4.11. Documents Comprising the Bids

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

1. Envelope 1 -Pre Qualification envelope

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

- Bid Submission Cover Letter
- Bidder’s Profile
- Application Money in form of DD/PO in original or details of NEFT/RTGS in Bidder’s Profile
- EMD (in original as mentioned in this RFP) the original Bank Guarantee for EMD must be submitted in a sealed envelope mentioning “EMD-NTB/IT/MB/2023/06/014” by Bid submission end date as mentioned in Section I – Invitation to Bid
- NDA document in original (Refer Point 7.10 for Non-Disclosure Agreement Format)
- Response to Eligibility criteria: Eligibility Criteria which should contain all the supporting documents asked for eligibility criteria.
- Power of Attorney executed by the Bidder in favour of the Principal Officer or the duly Authorized Representative, certifying and authorizing him as an authorized signatory for the purpose of this Tender.
- All documents should be signed and stamped by the authorized person.

2. Envelope 2 - Technical Bid envelope

The Technical Bid, besides the other requirements of the Tender, shall comprise of the following:(The envelope should be marked as “Technical bid”)

- Technical Bid Letter
- Technical / Functional Specifications (Refer point 5.17 of Detailed Scope of work)
- POC / Product Walk through, along with Presentation (Refer point 4.32. (C) Technical Presentation of Evaluation of Technical Bids)
- Bidder Solution
- Details of Hardware and Operating System Requirement (Refer point 7.9 of Bid Submission Format)
- Methodology and Project Implementation Plan
- Manufacture authorization Format (all applicable Original Equipment Manufacturer OEM)
- Mobile Banking Application features and functionalities document (Each feature of proposed solution carries separate marks for evaluation).
- Supporting documents as required in technical score sheet
- All documents including Power point presentation, solution document, technical

compliance, bill of material in a storage media. Technical compliance and bill of material has to be submitted in excel format.

- All documents should be signed and stamped by the authorized person.

3. Envelope 3 - Commercial Bid envelope

The Commercial Bid, besides the other requirements of the Tender, shall comprise of the following:(The envelope should be marked as “Commercial bid”)

- Commercial Bid
- Commercial Bid Letter
- Breakdown of Cost Components
- A standard format for submission of commercial bids has been provided with the tender to be filled by all the Bidders. Bidders are requested to note that they should necessarily submit their commercial bids in the format provided in Section V (Commercial Bid Format) and submission in any other format will lead to rejection of the bid

4.12. Bid Prices

The Bidder shall indicate in the proforma prescribed in Section V (Commercial Bid Format), the total Bid Prices of the solution it proposes to provide under the Contract. Prices should be shown separately for each item as detailed in RFP Documents.

In the absence of above information as requested, a bid may be considered incomplete and be summarily rejected.

The Bidder shall prepare the bid based on details provided in the RFP Documents. It must be clearly understood that the Scope of Work is intended to give the Bidder an idea about the order and magnitude of the work / solution required by the Bank and is not in any way exhaustive and guaranteed by the Bank. The Bidder shall carry out all the tasks in accordance with the requirement of the RFP Documents and it shall be the responsibility of the Bidder to fully meet all the requirements of the RFP Documents.

4.13. Firm Prices

Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. However, the Bank reserves the right to negotiate the prices quoted in the bid to effect downward modification. The Bid Prices shall be indicated in Indian Rupees (INR) only.

The Commercial bid should clearly indicate the price to be charged and Taxes will be applicable as per actuals. It is mandatory that such charges wherever applicable/payable should be indicated separately in **Section V – Bid Submission Format**. However, should there be a change in the applicable taxes, the same may apply.

4.14. Bidder Qualification

The "Bidder" as used in the RFP Documents shall mean the one who has signed the Tender Form. The Bidder may be either the **Principal Officer** or his duly **Authorized Representative**, in either cases he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the representative and the principal. It is further clarified that the individual signing the tender or other documents in connection with the tender must certify whether he/she signs as the Constituted attorney of the Bidder firm or a company.

The authorization shall be indicated by **written power-of-attorney** accompanying the bid. The power of attorney and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the bid.

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

4.15. Earnest Money Deposit (EMD)

The Bidder shall furnish, as part of its bid, an Earnest Money Deposit (EMD) of the amount Rs 5,00,000/- (Rupees Five Lakh Only) as per details in the Document Control Sheet.

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

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

In case of Bidders being an MSE under registration of any scheme of Ministry of MSE, they are exempted from the submission of EMD. A valid certificate in this regard issued by the NSIC has to be submitted along with the bid. (Please refer pt. no. 4.6 Micro and Small Enterprises clause for details)

Unsuccessful Bidder's EMD will be returned after award of contract to the successful Bidder. **No interest will be paid by the Bank on the EMD.**

The successful Bidder's EMD will be discharged upon the Bidder executing the Contract, and furnishing the Bank Guarantee/security deposit. **No interest will be paid by the Bank on the EMD.**

The EMD may be forfeited:

- a. if a Bidder withdraws its bid during the period of bid validity specified in the RFP;
or
- b. in the case of a successful Bidder, if the Bidder fails;

- i. to sign the Contract in accordance; or
- ii. to furnish Security Deposit/Bank Guarantee for contract performance

4.16. Security Deposit

- The successful Bidder will be required to submit Security deposit in the form of Bank Guarantee, favouring The Nainital Bank Ltd equal to the 10% of purchase order value.
- Validity: Valid for the 60 months. The BG will be released after 60 months and/or extended period or execution of all pending Purchase Orders, whichever is later.
- In the event of termination, Bank may invoke the Performance Bank Guarantee/Security Deposits, recover such other direct costs and other amounts towards direct damages from the Agency that may have resulted from such default and pursue such other rights and/or remedies that may be available to the Bank under law.
- No interest shall be paid by the Bank on security deposit.

4.17. Period of Validity of Bids

Validity of bid will be 180 days from the last date of submission of bid. **Any bid of a shorter period may be rejected by the Bank as non- responsive.**

In exceptional circumstances, the Bank may request the Bidder(s) for an extension of the period of validity of bids up to 180 days more. The request and the responses thereto shall be made through e-mail. The validity of EMD may also be extended if required.

4.18. Format and Signing of Bid

The original and all copies of the bid shall be typed or written in indelible ink. **The original and all copies** shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Agreement/Contract. All pages of the bid, except for un-amended printed literature, shall be initialled and stamped by the person or persons signing the bid.

The response to the bid should be submitted along with legible, appropriately indexed, duly filled Information sheets and sufficient documentary evidence as per Checklist. Responses with illegible, incomplete information sheets or insufficient documentary evidence shall be rejected. The Bidder shall duly sign and seal its bid with the exact name of the firm/company/LLP to whom the contract is to be issued.

4.19. Revelation of Prices

Prices in any form or by any reason before opening the Commercial Bid should not be revealed, failing which the offer shall be liable to be rejected.

4.20. Terms and Conditions of Bidders

Printed terms and conditions of the Bidders will not be considered as forming part of their Bids. The terms and conditions mentioned the RFP will solely prevail.

4.21. Consortium

Consortium is not allowed.

4.22. Last Date for Receipt of Bids

Bids will be received by the Bank at the address specified under **Section I - Invitation to Bid** no later than the time and date specified in Section I - Invitation to Bid.

The Bank may, at its discretion, extend the last date for the receipt of bids by amending the RFP Document, in which case all rights and obligations of the Bank and Bidders previously subject to the last date will thereafter be subject to the last date as extended.

4.23. Late Bids

Any bid received by the Bank after the last date and time for receipt of bids prescribed by the Bank, pursuant to **Section I - Invitation to Bid**, shall stand rejected.

4.24. Modification and Withdrawal of Bids

No bid may be altered / modified subsequent to the closing time and date for receipt of bids. Unsolicited correspondences from Bidders will not be considered.

No bid may be withdrawn in the interval between the date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its EMD.

4.25. Bidder's Address for Correspondence

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

4.26. Contacting the Bank

No Bidder shall contact the Bank on any matter relating to its bid, from the time of the bid opening up to the time of award of contract.

Any effort by a Bidder to influence the Bank's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

4.27. Opening of Bids by Bank

The Bank will convene a bid opening session as per time schedule where one representative from the Bidder, who has successfully submitted the bid, may participate. Subsequent to this, Bank will further evaluate the Bid of only those agencies whose Application fees, Fees for proposed solution features, NDA document in original, EMD and eligibility criteria is found to be in order.

4.28. Evaluation of Bids

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

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

Bidder must possess the requisite experience, strength and capabilities in providing the solution necessary to meet the Bank's requirements, as described in the RFP Document. Bidder must possess the technical knowhow and the commercial wherewithal that would be required to successfully deliver the project as part of the solution and also to provide the maintenance and management support services sought by the Bank, for the entire period of the agreement/contract. The Bidder's bid must be completed in all respect and covering the entire scope of work as stipulated in the RFP Document.

4.29. Preliminary Examination

The Bank will examine the bids to determine whether they are complete, whether the bid format conforms to the Tender requirements, whether any computational errors have been made, whether required EMD have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

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

4.30. Clarification

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

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

4.31. Evaluation of Eligibility Criteria

In this part, the bid will be reviewed for determining the compliance of the general conditions of the contract and Eligibility Criteria as mentioned in the Tender. Any deviation from general conditions of the contract and eligibility criteria will lead to rejection of the bid.

Before opening and evaluation of the technical proposals, Bidders are expected to meet all the general conditions of the contract and the eligibility criteria as mentioned below. Bidders failing to meet these criteria or not submitting requisite supporting documents / documentary evidence for supporting pre-qualification criteria are liable to be rejected summarily.

The Bidder must possess the requisite experience, strength and capabilities in providing the solution necessary to meet the requirements, as described in the RFP Document. The Bidder must also possess the technical knowhow and the commercial wherewithal that would be required to successfully implement the project and provide the support services sought by THE NAINITAL BANK LTD. for the entire period of the agreement/contract. The bids must be complete in all respects and should cover the entire scope of work as stipulated in the RFP Document. The invitation to the bids is open to all Bidders who qualify the eligibility criteria as follows:

| S. No | Eligibility Criteria | Supporting Required | Complied (Yes/No) |
|-------|--|---|-------------------|
| 1 | Bidder should be Government Organization / PSU / PSE / partnership firm under Partnership Act / LLP /private or public Ltd company in India at least for last 5 years as on date of bid. | Documentary Proof to be attached (Certificate of Incorporation). Submit copy of PAN Card, GST Registration. | |
| 2 | Bidder to provide an undertaking on his letter head that all the functional and technical requirements highlighted as part of Technical Scope are covered in totality in the proposal submitted. | Letter of confirmation from Bidder | |
| 3 | Bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings / Banks (PSUs / PSBs) or Private Banks or Financial Institutions since last 3 FY years and till date. | Letter of confirmation (self-certified letter as per the format given in pt. 7.3 signed by authorized official of the Bidder) | |
| 4 | The Bidder should have neither failed to perform on any agreement during the last three years, as, evidenced by imposition of a penalty by an arbitral or judicial pronouncement or awarded against the Bidder or its Affiliated / Group Companies / member firms, nor from any project or agreement nor had any agreement terminated for breach by such Bidder or of its Affiliates / Group Companies / member firms. | A self – declaration to be furnished by the Bidder on the company's letter head for the same. | |
| 5 | The Bidder should be an OEM as well as Original Software Developer or their authorized representative. In case of authorized representative, a letter of authorization from original manufacturer must be furnished. | Self-Certificate should be submitted with the Bid duly signed by the authorized signatory of the Bidder in case Bidder is owner of the software, else authorization letter from the OEM to be submitted to sell the software. | |

| S. No | Eligibility Criteria | Supporting Required | Complied (Yes/No) |
|-------|---|---|-------------------|
| 6 | Bidder should have minimum annual turnover (from Indian operation) of Rs 2 crores each during the last three financial years that is 2020-2021, 2021-22 and 2022-23 as per audited financial statements. | Audited financial statement of last three financial years | |
| 7 | Must be net profit making entity (from Indian operations only) for each year in the last three financial years that is financial years - 2020-21, 2021-22 and 2022-23. | Audited Financial statements for the financial years 2020-21, 2021-22 and 2022-23. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification | |
| 8 | The proposed solution offered with respect to Design, Development, Integration & Implementation of Mobile Banking Application and its Operations and Maintenance should be in compliance with all listed guidelines issued by Regulatory and Statutory bodies like RBI,NPCI and other regulators etc. | Self-Certificate should be submitted with the Bid duly signed by the authorized signatory of the Bidder | |
| 9 | Bidder should have any one of the below mentioned certificate which is valid as on the date of RFP submission <ul style="list-style-type: none"> • ISO 9001:2015 • ISO 27001 | Copy of the relevant document | |
| 10 | All necessary licenses / subscription should be of enterprise class or equivalent and should be included in Bill of Material. Future Scale-up should not require any additional licenses. | Undertaking from the bidder on bidder's letter head signed by the authorized signatory of the bidder. | |
| 11 | Is Back ground verification of all onsite/offsite resources mandatorily done by the bidder ? | Letter of confirmation from Bidder. | |

| S. No | Eligibility Criteria | Supporting Required | Complied (Yes/No) |
|-------|---|---|-------------------|
| 12 | <p>Bidder/OEM must have implemented the proposed solution for Design, Development, Integration & Implementation of Mobile Banking Application and its Operations and Maintenance in at least One Scheduled Commercial Banks/RRBs/ Public Sector Bank/ Private Bank/ Co-Operative Bank* in India.</p> <p>*The Co-Operative Bank must have the following criteria as on 31.03.2023.</p> <p>i) Branch Operations in at least three states in India.</p> <p>ii) Total Business of Rs. 25,000 crore or above in India.</p> <p>(Copy of proof must be enclosed for both Point No i and ii)</p> | Copy of Purchase Orders/ Work Completion Certificates/ Client Reference letters | |

4.32. Evaluation of Technical Bids

Only those Bidders who qualify all Pre-qualification / Eligibility Criteria requirements will be qualified for technical bid evaluation.

Technical presentation will also be a part of the process for evaluation of the bids. The Bank reserves the right to reject a proposed solution including Product / Service if it is of an opinion that the offered product/service does not match the technical requirements /objectives specified in Technical Bid – Bank’s Requirements.

The technical bid will first be reviewed for determining the Compliance of the Technical bids with the Tender terms and conditions, Minimum/Mandatory Technical requirements and the scope of work as defined in this tender.

Any bid found to be non-compliant to the mandatory Technical Requirements, Tender terms and conditions and the scope of work shall be rejected summarily and will not be considered for further evaluation. **Bids that are technically compliant would only be taken up for commercial evaluation.**

Bidders should submit the Technical Specification compliance sheet as a part of technical bid. If the Bidder is found to be non-compliant to any of the mandatory technical specifications, then the respective bid would be summarily rejected without assigning any score.

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

Bidders are required to comply with all the Technical Specifications as mentioned in Tender, no deviation will be accepted. Any deviation would be summarily rejected without assigning any score.

Bank reserves the right to disqualify any Bidder based on any criteria considered relevant and its decision is binding. Representations, if any from disqualified Bidders will not be entertained and will be summarily rejected. THE NAINITAL BANK LTD. will not respond to any query raised by Bidders seeking reasons for rejection of the bid.

Technical Bids will be evaluated for the following broad parameters and a score would be given to each Bidder by the Bank based on the scoring criteria mentioned below-

| Sl. No. | Parameter | Maximum Score |
|-----------------------------|--|---------------|
| Technical Evaluation | | |
| A. | Proposed solution offered for Design, Development, Integration & Implementation of Mobile Banking Application and its Operations and Maintenance - Functionality & Technical Requirements Evaluation | 40 |
| B | BIDDER's/OEM's Capability & Experience | 30 |
| C | Technical Presentation and Project Understanding | 30 |
| Total | | 100 |

Scoring Matrix:

- A. Proposed solution offered for Design, Development, Integration & Implementation of Mobile Banking Application and its Operations and Maintenance - Functionality & Technical Requirements Evaluation

| Sl. No. | Scoring Parameter | Maximum Score |
|---------|---|---------------|
| 1. | Proposed solution offered for Design, Development, Integration & Implementation of Mobile Banking Application and its Operations and Maintenance - Functionality & Technical Requirements Evaluation as detailed in point 5.17 of Detailed Scope of Work of this document. (Note: The total marks of the Techno Functional Requirements will be scaled down to 40 marks) Formula: (Total Marks Obtained/Total Marks)*40 | 40 |
| | Total | 40 |

B. BIDDER's/OEM's Capability & Experience

| Sl. No. | Scoring Parameter | Maximum Score | Documents to be submitted |
|---------|---|---------------|---|
| 1 | <p>BIDDER/OEM experience in implementation of proposed solution offered with respect to Design, Development, Integration & Implementation of Mobile Banking Application and its Operations and Maintenance in Scheduled Commercial Banks/RRBs/Public Sector Bank/Private Bank/ Co-Operative Bank* in India to be calculated as below:</p> <ul style="list-style-type: none"> Scheduled Commercial Banks/ RRBs /Public Sector Bank/ Private Bank each organization implementation will carry 2 marks For each Co-Operative Bank implementation will carry 1 mark. <p>*The Co-Operative Bank must have the following criteria as on 31.03.2023.</p> <p>i) Branch Operations in at least three states in India.</p> <p>ii) Total Business of Rs. 25,000 crore or above in India.</p> <p>(Copy of proof must be enclosed for both Point No i and ii)</p> | 10 | Copy of the Credential Letter or Copy of Purchase order from the client's executive and an Undertaking from the Bidder on the Bidder's letter head confirming the implementation along with the contact details of client's representative. |
| 2 | <p>The BIDDER/OEM shall have an annual turnover of at least 2 Crores for the last three (3) financial years (i.e., 2020-21, 2021-22 and 2022-23) should be</p> <ul style="list-style-type: none"> Turnover 2 Cr INR – 3 Marks Turnover between 2 Cr to 5 Cr INR – 4 Marks Turnover greater than 5 Cr INR – 5 Marks | 5 | Audited Financial statements for the financial years 2020-21, 2021-22 and 2022-23. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification. |

| | | | |
|---|---|-----------|---|
| 3 | <p>BIDDER/OEM should have at least 5 years of experience in providing proposed solution for Design, Development, Integration & Implementation of Mobile Banking Application and its Operations and Maintenance in Scheduled Commercial Bank/RRBs/Public Sector Bank/ Private Bank/ Co-Operative Bank* in India.</p> <p>Experience:- Category-1: Scheduled Commercial Bank / RRBs /Public Sector Bank / Private Bank in India. More than 5 years -10 Marks Between 4 to 5 years -7 Marks Less than 4 years -5 Marks</p> <p>Category-2: Co-Operative Bank More than 8 years -10 Marks Between 6 to 8 years-6 Marks Less than 6 years -4 Marks Higher marks will be considered if Bidder has experience in both category i.e. Category-1 and Category-2</p> <p>*The Co-Operative Bank must have the following criteria as on 31.03.2023. i) Branch Operations in at least three states in India. ii) Total Business of Rs. 25,000 crore or above in India. (Copy of proof must be enclosed for both Point No i and ii)</p> | 10 | Copy of the Credential Letter or Copy of Purchase order from the client's executive and an Undertaking from the Bidder on the Bidder's letter head confirming the implementation along with the contact details of client's representative. |
| 4 | <p>CMMI Level CMMI Level 3 - 1 Marks CMMI Level 4 - 2 Marks CMMI Level 5 - 3 Marks</p> | 3 | Copy of the Certificate |
| 5 | <p>Certification: ISO 9001:2015 - 1 Mark ISO 27001 - 1 Mark</p> | 2 | Copy of the Certificate |
| | Total | 30 | |

C. Technical Presentation

| Sl. No. | Scoring Parameter | Maximum Score |
|---------|--|---------------|
| 1 | Demonstration / Presentation on proposed solution for Design, Development, Integration & Implementation of Mobile Banking Application and its Operations and Maintenance - Showcasing Solution Description, Functionality, Architecture & Deployment model covering below major points: <ul style="list-style-type: none">• Clarification in understanding requirements• Detailed approach & methodology for providing the proposed solution• Project Rollout Plan• Live Demo of Proposed Solution Coverage of entire details as per scope of work with value add/proposition so as to ensure a complete effective and efficient solution | 30 |
| | Total | 30 |

The following criteria must be adhered to by all Bidders, in connection with the POC, Product Walkthrough, along with Presentation of the proposed solution during the bid selection process.

- At least one senior representative from Bidder's organization should be present in the technical presentations
- Complete soft copies of the presentation materials should be shared with the Bank before the presentation.
- The Bank will expect and demand that the key personnel showcased by the vendor in the technical presentation should be the same person that actively drives the project execution.
- Bidders must strictly adhere to the time slots provided to them for the technical presentation, allowing ample time and scope for question-answers.
- Focus of the presentation should be on the specifics of the solution/approach being proposed for the Bank, not on general elucidation of technologies, tool stacks or concepts.
- Both technical and administrative aspects of the Assignment should be given suitable coverage.
- Focus should be on bringing out clearly what is specific / different / novel about the approach, not on beefing up the presentation with commonly known and/or spurious information
- All aspects of requirements in the RFP should be covered in the presentation – e.g., proposed approach, capability to develop industry grade customized products, processes, frame works, diagnostic tools, organizational capabilities, team, governance, continuous development, transition approach etc.
- Any assumption, if taken in the response to RFP document should be clearly brought out in the technical presentation, along with the justification.

- Bank's evaluation and scoring on all aspects including technical presentation are final and non-negotiable

Note:

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

Technical Evaluation Criteria-

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

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

$ST = 100 \times TS / TM$, where TS= marks obtained for Technical Proposal

Based on ST (Score Technical) the bid with highest ST score will be termed as T1. The rest of the Bidders shall be ranked in descending order of ST Score value as T2, T3, T4 and so on.

Score will be considered up to two decimal places. Technical qualified bid will be considered once it scores minimum score technical (ST) of 70% and above, and rest will be technically rejected. Commercial will not be opened for technically dis-qualified bid.

4.33. Evaluation of Commercial Bids

Commercial bids submitted by only those Bidders, who have qualified both pre- qualification and Technical evaluation, will be eligible for further evaluation.

The Commercial Bids of only those Bidders short listed from the Technical Bids by Bank will be opened in the presence of their representatives on a specified date and time to be intimated to the respective Bidders, and the same will be evaluated by Bank.

Bidders will be ranked as per the ascending order of value of their Commercial Bids (As per Section V Commercial Bid Format) as (Least Quoted) LQ1, LQ2, LQ3.....and so on, LQ1 being the lowest Financials.

SF = Each commercial Proposal will be assigned a financial score (SF). The lowest GTV (Grand Total Value) (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$SF = 100 \times FM / LQ_x (1,2,3...), \text{ where } LQ_x = \text{Amount of Financial Proposal (GTV)}$

Based on SF (Score Financial) the bid with highest SF score will be termed as L1. The rest of the Bidders shall be ranked in descending order of SF Score value as L2, L3, L4 and so on.

Bidders quoting incredibly low or unrealistic high cost of items leading to unrealistic GTV with

a view to subverting the tender process shall be rejected straight away by Bank and EMD of such vendor will be forfeited. Any bid found to be unsatisfactory in terms of any of the evaluated parameters as mentioned may be rejected and will not be considered for further evaluation.

4.34. Final Bid Evaluation (Techno commercial bid):

The Combined Final Score contains 70% weightage for technical evaluation and 30% weightage for commercial evaluation. Therefore, combined and final evaluation will be done on the following basis:

Proposals will finally be ranked according to their combined Techno commercial score (TC) based on the below mentioned formula:

$$TC = ST*0.7 + SF*0.3$$

Bidders will be ranked basis their Final Techno Commercial Score (TC) i.e. TC1, TC2, TC3...and so on, TC1 being the highest Combined Final Score.

The shortlisted Bidder will be declared after thorough evaluation of commercial bid by Bank. During the evaluation if the Bank finds that the detailed commercial bid is not in order or not complete etc. then Bank will treat his bid as non- viable and same will be rejected, and EMD will be forfeited. In such case the next ranked techno commercial Bidder will be considered for further evaluation and so on till a Bidder is selected.

If any Bidder withdraws his bid, at any stage after the submission of the bid, till the final evaluation or declaration of the final selected Bidder, it will be declared a defaulting Bidder and EMD of such defaulting Bidder will be forfeited and THE NAINITAL BANK LTD. reserves right to blacklist such Bidders for next three years from participating in any THE NAINITAL BANK LTD. tender. In such situation the tendering process will be continued with the remaining Bidders as per their ranking.

If the Bidder backs out after being declared as selected Bidder, it will be declared a defaulting Bidder and EMD of such defaulting Bidder will be forfeited and THE NAINITAL BANK LTD. reserves right to blacklist such organization for next three years from participating in any THE NAINITAL BANK LTD. Tender. In such case the detailed commercial bid of next ranked techno commercial Bidder will be evaluated.

- a) If the detailed commercial bid is found in order, complete and its GTV is less than the withdrawing Bidder, then this Bidder will be declared as selected Bidder and will provide services at its own quoted rates.
- b) In case the GTV of next ranked techno commercial Bidder is higher than the withdrawing Bidder, then it should match the detailed commercial bid offered by withdrawing Bidder into to.
- c) If next ranked techno commercial Bidder also backs out, then the Bank will complete the tender process by following the aforesaid process again for other remaining techno-commercial ranked Bidders.

Please note that if, after various rounds of evaluation to shortlist a Bidder in place of defaulting Bidder, the Bank does not find any suitable Bidder amongst remaining eligible Bidders, then

the Bank shall be at its liberty to reject or accept the bid of the next ranked techno commercial Bidder.

4.35. Bank's Right to Vary Scope of Contract at the time of Award

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

If any such change causes an increase or decrease in the cost of, or the time required for the Bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or time schedule, or both, as decided by the bank and the Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause (Clause 4.35) must be asserted within thirty (30) days from the date of the Bidder's receipt of the Bank's changed order.

4.36. Bank's Right to Accept Any Bid and to Reject Any or All Bids

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

4.37. Notification of Award

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

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

4.38. Award of Contract

There will be only one vendor.

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

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

The contract period will be commencing from the date of signing of contract and will be valid for 5 years from the date of Go-Live of solution for Design, Development, Integration & Implementation of Mobile Banking Application and its Operations and Maintenance. THE NAINITAL BANK LTD. reserves the right to extend the contract for further period of two years.

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

Bidder has to agree for honouring all tender conditions and adherence to all aspects of fair trade practices in executing the purchase orders placed by THE NAINITAL BANK LTD.

If the name of the system/service/process/solution is changed for describing substantially the same in a renamed form; then all techno-fiscal benefits agreed with respect to the original product, shall be passed on to THE NAINITAL BANK LTD. and the obligations with THE NAINITAL BANK LTD. taken by the Vendor with respect to the product with the old name shall be passed on along with the product so renamed.

The above Security Deposit will be in the form of Bank Guarantee (BG) of any Scheduled Commercial Bank. Security Deposit should be valid for the entire contract period of 60 months and renewed for extended period, if required, and thereafter on satisfactory performance and completion of contract, the Security Deposit shall be refunded to the vendor without any interest.

THE NAINITAL BANK LTD. may at any time terminate the contract by giving written notice of -30- days to the vendor without any compensation, if the vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to THE NAINITAL BANK LTD. If at any point during the contract, if the vendor fails to, deliver as per the tender terms and conditions or any other reason amounting to disruption in service, the Termination and Exit Management clause to be incorporated in contract, will be invoked.

In case of any expiry of agreement/termination of agreement/ takeover/merger/acquisition/ transfer of ownership of Bidder, the responsibility for smooth transition to the new entity lies with the Bidder at no extra cost. Moreover, Bank will be informed in advance through written notice of likely event of any takeover/merger/acquisition/transfer of ownership of Bidder.

4.39. Placing of Purchase Orders

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

Objection, if any, to the Purchase Order must be reported to the Bank by the vendor within five (5) working days counted from the date of receipt of Purchase Order for modifications, otherwise it is assumed that the vendor has accepted the Purchase Order.

If the vendor is not able to supply/deploy/operationalize the ordered Hardware/software system/service/process completely within the specified period, the penalty clause will be invoked.

The decision of THE NAINITAL BANK LTD shall be final and binding on all the vendors to this document. THE NAINITAL BANK LTD reserves the right to accept or reject an offer without assigning any reason whatsoever.

4.40. Bank Guarantee for Contract Performance

Within thirty days of the receipt of notification of award from the Bank, the successful Bidder shall furnish the performance security in the form of Bank guarantee, favouring BANK valid for a period of 60 months from the date of Signing of Contract in accordance with the Conditions of Agreement/Contract.

Failure of the successful Bidder to comply with the requirement mentioned in document shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD. In case of exigency, if the Bank gets the work done from elsewhere, the difference in the cost of getting the work done will be borne by the successful Bidder.

Performance Bank Guarantee as per following schedule:

| S.no. | Item | Value |
|-------|--|---|
| 1 | Instrument | One single Deposit in the form of Bank Guarantee |
| 2 | Validity of Performance Bank Guarantee | Bank Guarantee to be submitted along with the duly stamped and signed contract and should be valid for a period of 60 months from the date of Go-Live of solution for Design, Development, Integration & Implementation of Mobile Banking Application and its Operations and Maintenance. In case there is an extension of contract beyond 60 months, Bidder has to provide the BG for that extended period. |
| 3 | Amount | 10% of Purchase Order value |

4.41. Confidentiality of the Document

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

4.42. Tender Related Condition

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

The Bidder should not be involved in any major litigation/arbitration that may have an impact of affecting or compromising the delivery of services as required under this contract. If at any stage of Tendering process or during the currency of the Contract, any suppression / falsification of such information is brought to the knowledge of the Bank, the Bank shall have the right to reject the bid or terminate the contract, as the case may be, without any compensation to the Bidder and claim damages before the court of law, resulting from such rejection/termination as the case may be.

4.43. Rejection Criteria

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

4.43.1 General Rejection Criteria

- Bids submitted without or improper EMD, and/or Application Money.
- Bids submitted without proposed solution features fees and NDA document in original. (Refer Point 7.10 of Non-Disclosure Agreement Format).
- Bid submitted through Telex /Telegraphic / Fax/E-Mail will not be considered for evaluation.
- Bids which do not confirm unconditional validity of the bid as prescribed in the Tender.
- If the information provided by the Bidder is found to be incorrect/ misleading at any stage / time during the Tendering Process.
- Any effort on the part of a Bidder to influence the Bank's bid evaluation, bid comparison or contract award decisions.
- Bids received by the Bank after the last date and schedule time for receipt of bids as prescribed by the Bank.
- Bids without letter of authorization and without any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.

4.43.2 Technical Rejection Criteria

- Technical Bid containing commercial details.
- Revelation of Prices in any form or by any reason before opening the Commercial Bid.
- Failure to furnish all information required by the RFP Document or submission of a bid not substantially responsive to the RFP Document in every respect.
- Bidders not quoting for the complete scope of work as indicated in the RFP documents, corrigendum/addendum (if any) and any subsequent information given to the Bidder.
- Bidders not complying with the material technical requirement by way of functionality, specifications and General Terms and conditions as stated in the RFP Documents.
- The Bidder not confirming unconditional acceptance of full responsibility of providing services as contemplated in this RFP.
- If the bid does not confirm to the timelines indicated in the bid.
- Bidder not scoring minimum marks as mentioned in Tender
- The Details of Hardware and Operating System Requirement (Refer Point 7.9 of Bid Submission Format) submitted by the Bidder will be considered by the Bank.

4.43.3 Commercial Rejection Criteria

- Incomplete Financial Bid
- Financial Bids that do not conform to the Tender's Financial bid format
- Total price quoted by the Bidder does not clarify regarding all statutory taxes and levies applicable.
- If there is an arithmetic discrepancy in the commercial bid calculations the Bank shall rectify the same at its discretion. If the Bidder does not accept the correction of the errors, its bid may be rejected.

5. Section III: Detailed Scope of Work

The Bidder shall provide a complete solution which takes into account business requirements of the Bank. The proposed solution is expected to integrate data sources as per the requirement, and develop the RBI reports and other identified reports. The Bidder is responsible for the RFP to comply the requirements and addendum & corrigendum issued thereafter. The Bank assumes no responsibility for assumptions or judgments made by the Bidder for proposing and implementing the solution. In the event the proposed solution fails to meet as per SLA and the scope and objective of the RFP (and addendums), the Bidder will have to upgrade, modify or replace the proposed solution at no additional cost to the Bank.

The Bidder is completely responsible for any supplies and services which might not have been specifically mentioned in this RFP but are necessary for installation, testing, security, commissioning, compliance, performance, integration with existing software solution of the Bank, operations, maintenance or completeness of the order, shall be made available by the Bidder as per the time schedule for smooth and efficient operation and maintenance of the system. The Bidder shall take all corrective measures arising out of discrepancies, error, omission and other information as mentioned above within the time schedule and without extra cost to the Bank.

The Bidder shall provide the detailed design and features of the proposed solution and also shall share a detailed project plan. The plan needs to cover the UAT release plan of individual features in a phased manner so that there should not be any delay in the mutually agreed timelines. Before each UAT release the detailed onsite knowledge transfer needs to be completed by the Bidder. After successful completion all UAT phases, the application will be moved into production with all features after completing all necessary audits. The application needs to be complied with all audit finding by Bank's empanelled auditor, who is assigned the task of conducting the security audits. The Bank intends the vendor appointed under the RFP shall have single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of the project.

The Nainital Bank Ltd has curated a list of proposed solution features. The features list and NDA document (**Refer Point 7.10 for NDA Format**) of the proposed solution shall only be shared with interested Bidders upon payment of a fees of Rs. 1,500/- (Rupees one thousand five hundred only) by NEFT and receipt of duly signed NDA document. Please ensure that NEFT UTR must be shared to RFP coordinator. Please refer point no. 2.1 under Document Control Sheet of this RFP document for NEFT account details.

5.1. Broad Outlines of Scope of Work

- The User Interface (UI) elements of proposed solution such as buttons, heading, icons, images, selection fields, text fields, checkboxes, etc., are some of the different elements that need to be verified for their appearance and size on the screen. Proposed solution should resize its UI mandatory elements in accordance with device setting.
- There are too many variations in screen sizes and available resolutions in Smartphones & Tablets especially, controls sizes are not static, they are relative to the available screen

size. While testing, make sure that controls size looks aesthetically good and control is completely visible on the screen without any scrolling. It is expected to test the GUI on different devices with different screen sizes and resolutions.

- The best design practices should be used by the Bidder. The few best practices as per current market trends such as branding, positioning, layout, landing screens, navigation, information architecture, graphics, animation text, system user dialogue, forms, accessibility, task efficiency, language, visual clarity, control and feedback, functionality, features, pop up help for user understanding, and icons etc.
- The proposed solution should strive to provide options for easy registration for mobile banking services to customers, through multiple channels, thus minimizing the need for the customer to visit the branch for such services. Use of Mobile Banking services for cross border inward and outward transfers is strictly prohibited.
- Information Security is most critical of mobile banking services and its underlying operations. Therefore, technology used for proposed solution must be secure and should ensure confidentiality, integrity, authenticity and non-reputability.
- In view of the proliferation of cyber-attacks and their potential consequences, ensure that the proposed solution shall comply with the following security principles and practices for the authentication of mobile banking transactions:
 1. All mobile banking transactions involving debit to the account shall be permitted only by validation through a two factor authentication.
 2. One of the factors of authentication shall be mPIN or any higher standard.
 3. Where mPIN is used, end to end encryption of the mPIN is desirable.
 4. The mPIN shall be stored in a secure environment.
 5. Login PIN, mPIN should not be in clear text anywhere in the network or the system.
- Proper level of encryption and security shall be implemented at all stages of the transaction processing. The endeavour shall be to ensure end-to-end encryption of the transaction. Adequate safe guards would also be put in place to guard against the use of mobile banking in money laundering frauds etc. The following guidelines with respect to network and system security shall be adhered to:
 - Implement application level encryption over network and transport layer encryption wherever possible.
 - Implement appropriate physical security measures to protect the system gateways, network equipment, servers, host computer, and other hardware/software used from unauthorized access and tampering.
 - Implement proper firewalls, intruder detection system (IDS), data files and system integrity checking, surveillance and incident response procedures and containment procedures.
 - Assurance that the proposed solution is built in a secure manner offering robust performance ensuring safety, consisting and rolled out after necessary testing.
 - Minimal customer service disruption with high availability of system /channels (to have minimal technical declines).

- Efficient and effective dispute resolution mechanism and handling of customer complaints/grievances.
- The proposed solution shall support configuring various limits (configurable) such as, per day transaction limit, monthly transaction limit and transaction velocity limit per customer, fraud checks, AML Checks. Such settings shall be modifiable by the bank as and when there are changes in the policies.
- The guidelines issued by Reserve Bank on “Know Your Customer (KYC)”, “Anti Money Laundering (AML)”, ‘Risks and Controls in Computers and Telecommunications’ and “Combating the Financing of Terrorism (CFT)” from time to time should be applicable to proposed solution.
- The proposed solution shall support to file Suspicious Transaction Report (STR) to Financial Intelligence Unit-India (FID-IND) as in the case of normal banking transactions.
- The proposed solution shall support to history of customer's device details, network details, latitude & longitude to be stored. Also geo location to be stored for each transaction. History of last login and logouts, session time, session tokens to be stored.
- Provide full documentation of security practices, guidelines and procedures used.
- Proposed solution should comply with the security guidelines as and when issued by Android and iOS.
- Ensure that security alert on registered mobile number on account of excessive activity in the account.
- Ensure that the proposed solution architecture is robust and scalable, commensurate with the transaction volumes and customer growth.
- The proposed solution shall have necessary capacity, systems and procedures in place to periodically test the backed-up data, application pertaining to products to ensure recovery without loss of transactions or audit-trails. Data storage, security and privacy protection as per extant laws/ instructions.
- Ensure that proposed solution and services should not store sensitive information in HTML hidden fields, cookies, or any other client-side storage to avoid any compromise in the integrity of the data.
- The key length (for symmetric/ asymmetric encryption, hashing), algorithms (for encryption, signing, exchange of keys, creation of message digest, random number generators), cipher suites, digital certificates and applicable protocols used in transmission channels, processing of data, authentication purpose, shall be strong, adopting internationally accepted and published standards that are not deprecated/ demonstrated to be insecure/ vulnerable and the configurations involved in implementing such controls are in general, compliant with extant instructions and the law.
- The Bidder shall provide a certificate stating that the application is free of known vulnerabilities, malwares and any covert channels in the code.
- Ensure that a mechanism to actively monitor for the non-genuine/ unauthorised/ malicious applications (with similar name/ features) on popular app-stores and the Web and respond accordingly to bring them down. The proposed solution should have effective logging and monitoring capabilities to track user activity, security changes and identify anomalous behaviour and transactions.

- To enhance online processing security, multi factor authentication and alerts (like SMS, e-mail, etc.) should be applied in respect of all payment transactions (including debits and credits), creation of new account linkages (addition/ modification/ deletion of beneficiaries), changing account details or revision to fund transfer limits.
- Ensure that proposed solution should support redact/ mask customer's sensitive information such as account numbers/ card numbers/ other sensitive information when transmitted via SMS/ e-mails.
- The proposed solution should set down the maximum number of failed log-in or authentication attempts after which access to the digital payment product/ service is blocked. They should have a secure procedure in place to re-activate the access to blocked product/ service. The customer shall be notified via SMS and e-mail for failed log-in or authentication attempts.
- Ensure that proposed solution should support the device binding feature. The device binding should be implemented through a combination of hardware, software and service information. The user must be notified of every new device registration on multiple channels such as registered mobile number, email/SMS and maintain a record of all registered devices, providing the user a facility to disable a registered device.
- The proposed solution should not store/ retain sensitive personal/ consumer authentication information such as user IDs, passwords, keys, hashes, hard coded references on the device and the proposed solution should securely wipe any sensitive customer information from memory when the customer/ user exits the application.
- The proposed solution should not display the customer's sensitive data and details without proper authentication of the customer.
- Ensure that proposed solution limit the writing of sensitive information into 'temp' files. The sensitive information written in such files must be suitably encrypted/ masked/ hashed and stored securely.
- Ensure that the usage of raw (visible) SQL queries in proposed solution to fetch or update data from databases is avoided. Proposed solution should be secured from SQL injection type of vulnerabilities. Sensitive data should be written to the database in an encrypted form.
- The proposed solution should comply with Cyber Security norms and information security policy of The Nainital Bank Ltd, as is amended from time to time. The Bidder should provide relevant documents/declaration to this effect to The Nainital Bank Ltd.
- The Bidder to ensure no unwarranted, illegal, and fraudulent misuse of data shared by the Bank and Bidder to categorically indemnify the Bank against any losses that the Bank may suffer on account of any such fraudulent and illegal act by the Company or its employees.
- The Bidder shall have an escrow arrangement for the source code for ensuring continuity of services in case the vendor defaults or is unable to provide services. The Bank presumes the cost of escrow arrangement will be provided under s.no. 3 of 7.8 Commercial Bid Format.
- An authenticated session, together with its encryption protocol, should remain intact throughout the interaction with the customer. In the event of interference or in case the customer closes the application. An online session shall be automatically terminated after

a fixed period (configurable) of inactivity. The proposed solution should require re-authentication whenever the device or application remains unused for a designated period and each time the user launches the application.

- Incorporate a section on the proposed solution where clearly specifying the process and procedure (with forms/contact information, etc.) to lodge consumer complaint /grievances. The reporting facility on the proposed solution shall provide an option for registering a complaint/grievance. Customer dispute handling, reporting and resolution procedures, including the expected timelines for response should be clearly defined.
- The terms and conditions including customer privacy and security policy applying to products and services shall be readily available to customers within the product. On registration of the customer, the full details of the Terms and Conditions of the service offered by the bank shall be communicated to the customer.
- All patch updates and patch management of proposed solution modules has to be deployed by the selected Bidder after obtaining approval from The Nainital Bank Ltd.
- The scope of the Services, Maintenance and support is to be provided for the entire period as stipulated for the project. During the contract period and also maintain and support the present and future proposed interfaces to The Nainital Bank Ltd.
- Demo video (Activation and features of proposed solution) with designed UI/UX to be provided for all stakeholders.
- The Bidder will provide support for troubleshooting and enhancements in the services during the contract period.
- The Hardware specification list for the Security Devices, Production, UAT, DR environment, and any other devices related to proposed solution needs to be provided by the Bidder.
- The application should have high availability in both DC and DR. DC to DR replication to be configured by the Bidder.
- The selected Bidder has to provide support and applicable patches as and when released by the OEMs connected with the proposed solution during warranty and thereafter during AMC period. Any observation raised by Regulators/Bank/Other Agencies from time to time should be rectified and fixed by the Bidder within one-week time after reporting without any additional cost.
- The selected Bidder should upgrade the proposed solution if the same goes out of support or there is a need for up gradation for compliance to regulatory guidelines during the contract period without any additional cost to the Bank.
- The Bidder should provide necessary admin portal and dash board required for Bank's technology/operations team with user to role/function mapping and maker checker flow.
- The proposed solution shall have comprehensive settlement and financial transaction data that needs reconciliation and complaint redressal mechanism.

5.2. Reports

- RBI/NPCI and other regulatory reports as per present and future requirement of the Bank without any extra cost (e.g. Total number of financial transactions and amount, total number of registrations during the month and end of the month, total number of active customer, total number of unsuccessful transactions and settlement report etc.).

- The Bidder shall provide administrator web portal and complete technical details and specimen of the MIS, Reconciliation, Settlement, Audit trail, Monitoring, User wise and Transaction wise report with various filters such as type of transaction, name, mobile no, address, account number, mode of transaction, amount wise, branch wise, date and time wise, group wise, financial, non-financial and audit reports in multiple formats like excel, pdf, csv, text, xml etc.) which should be configurable in nature.
- The reports generation must support view/ download in multiple formats like excel, pdf, csv, text, xml etc. The report formats may change as per the requirements of RBI/NPCI /Other regulator/statutory bodies and Bank for its own use, such reports to be provided at no additional cost to Bank.
- Provision to generate report for transactions daily/monthly / quarterly / half-yearly /yearly including merchant payment advice reports.
- Daily and periodic MIS reports for fraud monitoring, transaction velocity and activity reports and other as may be required from time to time. Bidder shall also provide required data for any investigation purpose in a time bound manner.

5.3. Sizing of Hardware and Software

The Bidder has to submit the hardware specification document covering exhaustive list of all hardware items including security devices, software items (like OS, DB etc.) with their configurations to the Bank for implementing the proposed solution in accordance with the requirements of the proposed solution. The sizing should be done keeping in mind the fact that the application will be used by the Bank for a period of -5- year (extendable further for 2 years at Bank's discretion). The Bank reserves the right to procure the same from the Bidder or from open market.

The necessary details regarding hardware and supporting software specifications (including the licenses required or free wares if any) to be submitted at the time of bid submission. The hardware/related software suggested by Bidder should be in accordance with the regulator specifications or the specification defined by other statutory authorities.

Bidder should specify the configurations including the core, memory and the storage required along with any other specific configurations for VM/Physical Server. The Bidder shall specify the suitable hardware and supporting software which shall deliver the best throughput and performance considering the present volumes and the sizing proposed. However, the shortlisted Bidder will assist Bank in below tasks related to hardware:

- Install the proposed solution on the hardware infra as recommended by the Bidder.
- Recommend any enhancements/upgrades to the hardware and the software installed on same, to ensure that the application functions as required.
- Support Bank in replacing/upgrading any software like OS, DB etc. that goes end of life/end of support to ensure that the proposed application functions as required
- Support Bank team to ensure maintenance activities that are carried out as and when required.

- Assist Bank team in ensuring compliance to various guidelines issued by RBI, other regulatory bodies, government etc.

For sizing, the following information shall be taken into consideration but should not be limited to. The increase in the account count will be considered on 25% YOY basis:

| Sr. No. | Account Information | Customers |
|---------|-------------------------------|-----------|
| 1 | Number of Cash Credit Account | 4500 |
| 2 | Number of Current Account | 10875 |
| 3 | Number of Over Draft Account | 13500 |
| 4 | Number of Saving Bank Account | 300000 |

5.4. Software Lifecycle

Proposed solution should follow Software Development Life Cycle (SDLC) processes for data integration, MIS, data quality, cross functional analytical requirements of the Bank and should be as per ISO Standards.

5.5. Facility Management

The Bidder has to provide onsite (Haldwani, Uttarakhand) one (1) resources for facility management services from the period commencing from date of execution of Purchase order by both parties till six months from the date of Go-Live (preparation / foundation period) for integration, implementation, support, sustenance phases etc. The Bank presumes the cost of onsite resource will be provided under 7.8 Commercial Bid Format.

In case the above resources need to be replaced, the Bidder will use all reasonable endeavors to replace such individual(s) promptly by other sufficiently skilled, qualified, and experienced person(s) at no extra cost to the Bank. Bidder shall be solely responsible for acts and omissions of the said resource. In event of any loss, of whatsoever nature, is caused to the Bank due to acts and omission of said resource, the bidder shall compensate the Bank to extent of such loss.

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

5.6. Training

Comprehensive training covering all aspects of proposed solution including all Functional and Technical aspects to be provided to all the identified Bank's staff. The Bidder will have to provide mandatory training for administrative users as per the scope of work, at no extra cost, during the entire contract period. This will include technical training, super user training, Log analysis & Monitoring and training materials (both soft copy and hard copy). The bidder shall provide the Bank with all necessary documentations, self-learning materials etc. containing

entire information regarding the solution. It is the duty of bidder to keep the Bank updated of changes in solution and its process, if any, and the same should also be incorporated in the training manual/document. The training for the first batch of Bank staff/employees should be completed before go-live date and for the remaining batches, the Bank will decide the schedule after confirming with the Bidder. The Bidder should provide the entire training to Bank employees without any extra cost.

5.7. Manuals/ documentation

Project Documents, User Manuals and Technical manuals are to be provided for all the functionalities/modules/tools proposed for the solution separately. All works related to the assignment handled are to be well documented and will form the part of deliverables. They should be delivered both in hard copy and soft copy at the end of each stage.

5.8. Web Portal

The proposed solution should allow the users to build and generate ad hoc reports / data based on the aggregated and granular data. This Portal should enable users to run / view/ download the reports in various formats such as excel, pdf, csv, text, etc. The Web Portal should be device and browser compatible and should be accessible through Desktops/Web. History of report generation should also be made available in the portal. The web portal should have proper user management module to enable various level of users and allocating access rights to users. The details of all reports to be developed and deployed will be shared by bank to the successful Bidder.

5.9. General Aspects in Scope

The selected Bidder should provide required software and licenses along with licence keys & copy of licence to the Bank, if any, including implementation / execution of the same within the stipulated time period.

- a. The proposed solution should maintain logs and audit trails of all the activities. The audit logs should be capable of being used for forensic evidence. Being a financial institution, Bank expects that the proposed solution should facilitate necessary security check and validation processes for ensuring full-proof access to the systems. These security measures should be an integral part of the proposed solution.
- b. Follow industry standards during the whole SDLC Process.
- c. Multiple levels of authority are mandatory so that the proposed solution can provide multiple levels of access for users, managers, administrators etc., depending on their roles.
- d. Any security related issues (including various audit conducted by the Bank/Third Party) reported/observed in the system is to be rectified on top priority. The Bidder is required to fix any vulnerability in the proposed solution at no additional cost during the entire tenure of the contract.
- e. The proposed solution should have Access Control List features and should be able to record unsuccessful login attempts and client's IP and Network Interface Address.
- f. The selected Bidder should provide one year of comprehensive warranty for proposed solution including associated services. The warranty of the proposed solution will start

from Go-Live Date of the proposed solution. After the completion of One year of warranty, the Bidder will maintain the software for 4 years (plus extended period, if any) as a part of ATS. The comprehensive charges for 5 years including one year of Warranty period and 4 years of ATS Period would form part of TCO (Total Cost of Ownership).

- g. The successful Bidder should take care of all aspects of installation on existing or new setup, De-Installation, Configuration, Re-configuration, enhancements, updates, version upgrades, problem analysis, on-site, as well as off-site support to ensure smooth operations during and post implementation on perpetual basis.
- h. Bidder should sign the Service Level Agreement (SLA) based services and SLA tracking system for maintaining operational workflow.
- i. The scope of the services is to be provided for the project duration initial for 5 years with an option to the Bank to exit after 90 days' notice (Services will be deemed to have been implemented from the Go-Live date i.e. from the date when bank decides to live the software for the end users).
- j. Time, being an essential feature of the contract, the selected Bidder is expected to successfully implement the proposed solution within 4 weeks from the date of acceptance of Purchase Order. The priority of reports will be decided by Bank and will be conveyed to the successful Bidder.
- k. Project Completion Document should be comprehensive to enable the bank to refer to any details at a future date in case of faults/errors or maintenance/up gradation/patch management.
- l. The Bidder should develop new Reports of modify/ combine existing reports as per instructions/ requirements from RBI/Bank, etc. during the whole contract period of 5 years.
- m. Bank conducts VAPT (Vulnerability Assessment & Penetration Testing) and Information Security audit on quarterly basis. The Bidder/ OEM needs to comply with the findings of the VAPT/IS Audit/Secure Coding Practices in terms of the proposed solution provided under this RFP.
- n. The successful Bidder has to meet the requirement of Audit/VAPT/CISO before going Live since approval of Audit/VAPT/CISO is mandatory. The Bidder has to resolve any VAPT/External/Internal/RBI/NPCI Audit observations within stipulated time.
- o. The successful Bidder is expected to maintain coding standards as per best industry standards and bank reserves the right to audit the source code for industry standards.
- p. The Bidder is expected to develop a disaster recovery plan for restoration of the system in the event of any disaster or major incident. The Disaster recovery plan will be first tested prior to go-live to verify DR readiness and then on every subsequent DR Drill conducted by Bank. The Bidder shall support during the DR drill and period will be decided by bank.
- q. In case any Bidder quotes open source software for any requirement given in the RFP, then it is mandatory for the Bidder to quote rightful subscription and support charges to ensure compliance with the service levels defined in the RFP. The Bidder shall take into consideration future takeover/ merger/ acquisition/ amalgamation of the open source software to/ by other company. The Bidder should give an undertaking stating the continuation of support of the open source software delivered if any.

- r. Bidder will provide Application interface architecture for application.
- s. Bidder will ensure Audit trails should be enabled for application server.
- t. Bidder will ensure secure code review post major/critical changes to the application/software
- u. Bidder will ensure escrow arrangement for application.
- v. Bidder will provide Architecture interface design.
- w. Bidder will ensure Personal Identifiable Information (PII) details such as PAN, Aadhar number etc. should not be stored in clear text.
- x. Bidder will provide Source code audit certificate.
- y. Bidder will ensure that application level logs should be compatible for integration in Security Information and Event Management (SIEM) tool of the Bank for the proposed applications. As required by Bank the Bidder shall provide all the required information and data for integrating with SIEM.
- z. The Bidder shall also ensure that the software does not and shall not contain any computer code or any other procedures, routines or mechanisms to:
 - a. Disrupt, disable, harm or impair in any way the software (or other applications installed on the system the software is installed or interacts with) orderly operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral (sometimes referred to as “time bombs”, “time locks”, or “drop dead” devices);
 - b. Cause the software to damage or corrupt any of the Banks’ or its clients’ data, storage media, programs, equipment or communications, or otherwise interfere with the Banks operations, or
 - c. Permit the Bidder and/or its personnel and/or its licensors and/or any other third party, to access the software (or any other software or Banks computer systems) to cause such disruption, disablement, harm, impairment, damage or corruption (sometimes referred to as “traps”, “access codes” or “trap door” devices).

The scope of work shared above is only indicative and non-exhaustive. The bank and successful Bidder will prepare an exhaustive list of reports to be provided as a part of this proposed solution.

5.10. Implementation scope

- Data integration from multiple operational source systems.
- Database Modelling.
- Implement security policy for data to be displayed on reports.
- Exact replica of the proposed solution to be deployed for Disaster Recovery (DR) site.
- The Bidder would provide the sizing of the Hardware, OS, Security Devices, Database, any other components required for implementation of the project.

5.11. Detail Design

- Database design - Source to target mapping/Reports - design workflows for approval.
- Build & Testing - Install proposed software solution and configure servers in Production environments, UAT and DR set up.
- Implement Designed Proposed Solution.

- Develop Unit, Integration and User Acceptance Test cases.
- Data archival for analytical purpose.
- Knowledge transition to Support team.

5.12. Proposed Solution and Approach

Bidder is expected to provide their Approach and methodology for the implementation of project but not limited to the following

- Overall Implementation Methodology (Objectives of Phases, deliverables at each phase, etc.)
- Methodology for performing business design for quality control and testing of configured system.
- Methodology of internal acceptance and review mechanism for deliverables by the Bidder.
- Proposed Acceptance Criteria for deliverables.
- Methodology and approach along with proposed tools and processes which will be followed by the Bidder during project implementation.

To carry out the development of the above-mentioned components, successful Bidder will be responsible for the following activities and will approach the engagement in this fashion:

- Successful Bidder will work with business team to understand detailed requirements, understand application in the scope of this project.
- Bidder will prepare Functional specifications and conceptual design that will be reviewed and signed-off by the Bank. Based on these documents, Bidder will prepare detailed design and document the same for Database model and report (User Interface).
- Bank will review the design documents and provide signoffs.
- Bidder to Develop / Build integrations, DB model and reports as per the design for the agreed scope.
- Bank to review code and provide signoff. Bidder to fix code that is non-compliant with standards.
- Bidder will conduct performance tests throughout the period of TCO on quarterly basis. Based on the results, performance issues if any will be fixed by the Bidder. Bank may also conduct audit of the project through third party multiple times during the period of TCO and any observations observed thereof will be fixed by the Bidder within the prescribed timeframe.
- Bidder will perform Unit testing, SIT testing and fix any defects found during testing.
- Bidder to prepare configuration and deployment guide.
- Bank to provide sign off to move the code to production.
- Bidder to deploy code for production go-live.
- Bidder to ensure system should support the Policy of the bank. Data backup shall be done as per data backup and retention policy of the Bank.
- Bidder to provide training to users as and when required by the bank.

- The Bidder shall be responsible for providing the bank users with the requisite training material in both soft and hard copies. The onus of preparing and providing the training material to bank users will be on the Bidder.
- Bidder to provide 1 Year of Warranty starting from the Go-Live date and 4 Years of ATS after the completion of warranty period.
- In the event of system breakdown or failures at any stage, protection available shall be specified which would include the following:
 - Diagnostic for identification
 - Protection of data entered
 - Recovery / restart facilities
 - Backup facilities
- Bidder will respect the confidentiality of all information given to it by the Bank and will not divulge any such information to any third party or other units without the consent of the Bank.

5.13. Project Deliverables

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

| Phase | Project Specific Deliverables |
|---------------------------|--|
| Requirements and Analysis | Project Charter, Project Architecture and Project Plan. As Is report and Gap Assessment Report. Business Requirement (BR) Document. Functional Specification Document. Change Management Plan. Risk and Quality management plan. |
| Design | Detailed features and design document for Reports (UI). Data Modelling. Test plan. Data mapping between source and target. Roles and Responsibility of deployed team members. |
| Build | Install software and configure software. Application coding (Database and reports). Test cases for Unit testing. Test cases for Integration testing. Test cases for user acceptance testing. Application demonstrations. Configuration guide. |
| GO Live Stage | Deployment of proposed solution on DC. Production deployment guide. Provide standard operating procedure document to the users. Exact replica of the proposed solution to be deployed for Disaster Recovery (DR) site. Disaster Recovery Plan. Weekly Progress Report. Final Go Live. |

| | |
|--------------|--|
| Post Go-Live | Production support guide. SOP for all functionalities of the proposed solution. Training to users as per Bank's requirement along with Training materials. Knowledge Transition to Support team, Fix defects identified during warranty period Business Continuity Plan (BCP) & Escalation Matrix. |
| ATS | Annual Maintenance Contract with on-site support for 4 years after expiry of 1-year warranty period. |

5.14. Quality Assurance

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

- The secure SDLC process shall be adopted for configuration customization and the software in line with PCI DSS by adoptions.
- Whenever major enhancements are carried out they should be done after vulnerability Assessment on Applications.
- UAT: Both operational staff of the Successful Bidder and users of the Nainital Bank Ltd shall test the System and ensure that the same meets the agreed specification before it is transferred to production. Test criteria shall be developed and agreed prior to commencement of User Acceptance Test. Errors shall be documented and rectified.
- A set of Support and Maintenance procedures shall be implemented and maintained as follows:
 - **Compliance of Service Level Agreement:** To monitor the performance operational activities on periodical basis.
 - **Issue Management:** To record all day to day operational issues for timely resolution.
 - **Change Management:** To record all new requirements to track changes and configuration of system and to ensure that changes are made in a secured manner.
 - **Incident Management:** To record all incidents and escalate to respective teams based on escalation matrix to do root cause analysis for corrective action.
 - **Log Management:** To log and track all operational activities to prevent security flaws.
 - **Project Management:** To establish a steering committee to guide the project and resolve issues and disputes between Successful Bidder and Bank.
 - The Successful Bidder shall conduct an Annual Onsite Audit of its Systems & Personnel with regard to SLA conformance.

5.15. Implementation scope

- Data integration from multiple operational source systems.
- Implement security policy for data to be displayed on reports.
- Exact replica of the solution to be deployed on bank's Disaster Recovery (DR) site.

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

5.16. **Detail Design**

- Install proposed software solution and configure servers in Production environments, UAT and DR.
- Implement Designed Solution.
- Develop Unit, Integration and User Acceptance Test cases. Bidder will perform Unit testing, SIT testing and fix any defects found during testing.
- Data backup shall be done as per data backup and retention policy of the Bank.

5.17. **Technical and Functional Specifications**

In this stage, the evaluation of Technical specifications would be made as per the method described hereunder: -

| Response/Scale | Description | Marks |
|----------------|--|-------|
| R | Standardized, this scale indicates that this feature is a standard feature of the solution. | 5 |
| C | Customization required. Vendor will provide the customization with the stipulated date of the phased rollout | 3 |
| N | Unavailable. Functionality is not available and will not be provided by the Bidder. | 0 |

| S. No. | Particulars | Response (R/C/N) | Bidder's Remark |
|-----------|--|------------------|-----------------|
| 1. | Technical Specifications | | |
| 1.1 | The software solution should be convenient to use. It should have web based graphic interface. | | |
| 1.2 | The web-based Admin module shall support Users/ Groups/ Role definition and granting/revoking Access Rights and set password expiries. | | |
| 1.3 | Solution should provide fail-over, back-up and recovery capabilities. | | |
| 1.4 | The communication between servers, database, browsers and other systems should be encrypted. | | |
| 1.5 | Solution should not rely on browser helper objects/active x control/applets for communicating authentication data to backend as there are numerous security vulnerabilities found in such add-ons. | | |

| | | | |
|------|---|--|--|
| 1.6 | Application portal should be SSL secured and should have logs and audit trails, Access Control List and other security features. | | |
| 1.7 | The user access hierarchy and reports should be as per Bank's administration architecture. | | |
| 1.8 | The solution should have capability to interface with Banking applications like Finacle 10.X (CBS) Software and other software used by bank. | | |
| 1.9 | The solution should comply Bank's information security policy and the observations of periodical security audit observations should be complied with. Comprehensive audit trail and logs should be available. | | |
| 1.10 | The system should support multi-server deployment for scalability, load balancing and fault-tolerance. | | |
| 1.11 | Seamless Integration - The application software should be installed in DC & DR Setup. During Bank's DR Drill period, the application should work in DR. | | |
| 1.12 | Validate solutions through user feedbacks and usability testing, consolidate findings and iterate feedback into proposed solution. | | |
| 1.13 | The design and features proposed by the Bidder should be able to migrate to the latest version of Operating System/Browsers without any extra cost to The Nainital Bank Ltd. | | |
| 1.14 | The proposed solution by the bidder should be able to address the future scalability requirements. | | |
| 1.15 | Detailed process documentation, App Design Documentation, App Administration guide and App User Operation document should be submitted to The Nainital Bank Ltd. | | |
| 1.16 | Demo video with user interface(UI) and user experience (UX) to be provided for all stakeholders. | | |
| 1.17 | Support for the solution should be dedicated. | | |
| 1.18 | Platform accessibility features have been optimally used and they behave as intended e.g. back button, default date picker, provided in Android and iOS. | | |
| 1.19 | Focus is changed only when the user activates a UI element that is designated for confirming an action such as the Submit button. | | |

| | | | |
|-----------|---|--|--|
| 1.20 | Appropriate keyboard is invoked by the app depending on the type of field or the data that needs to be provided by the user. App should be compatible with hardware keyboard. | | |
| 1.21 | The language is free from spelling and grammatical errors. | | |
| 1.22 | There are no links to ‘under construction’ pages. | | |
| 1.23 | Labels of instruction have been provided wherever input from the users is required. | | |
| 1.24 | For pages that cause legal commitments or financial transactions a mechanism is available for reviewing, confirming, and correcting information before finalizing the submission. | | |
| 1.25 | Proposed solution UI testing to be done thoroughly before sharing. The proposed solution should have Cascading Style Sheets to control layouts/styles and incorporates responsive design features to ensure that the interface displays well on different screen sizes. | | |
| 1.26 | The proposed solution design should be unique amenable to occasion based temporary themes e.g. Independence Day, Diwali, Christmas etc. | | |
| 1.27 | Newly introduced features and functionalities should be highlighted and re-aligned, re-sized at the prominent location on the screen so as to be easily spotted by the customers. | | |
| 1.28 | Campaigns and banners should be responsive and redirect user to the designated features or offer. | | |
| 1.29 | The Bidder has to cooperate and assist with internal/external audit teams assigned by the Bank to comply with compliance requirements. | | |
| | | | |
| 2. | Functional Specifications | | |
| 2.1 | The Administrator should have the rights to manage the entire application. Administrator can assign roles to users. Definition of roles shall be parameterized. This role can also be made universal and applied to the entire application or selected applications. | | |
| 2.2 | Proposed solution should produce detail audit trail including but not limited to user id, computer, IP address, resource being accessed with URLs, timestamp, login time, etc. | | |
| 2.3 | Proposed solution should be able to produce various event based reports such as enrolments, un-enrolments, logins, unsuccessful logins etc. | | |

| | | | |
|------|--|--|--|
| 2.4 | Application should meet all requirements / guidelines / modification of Statutory / Regulatory / Others. | | |
| 2.5 | Provide assistance to the Bank staff through a robust web based system to provide immediate and timely Hand holding and support on technical and domain issues. | | |
| 2.6 | The access to the reports generation tools should be provided to bank's designated staffs for generating ad-hoc reports as and when required for the Bank. | | |
| 2.7 | The proposed solution should generate reports in various file formats such as csv, excel, pdf, text, xml etc. The system should also be able to accept imports of data from other formats. | | |
| 2.8 | The proposed solution should have facility to archive the reports already generated for earlier periods. | | |
| 2.9 | The solution should have the capacity to present single view of customer's accounts / sector classification of customers (as per RBI Circular) / productivity of customers etc. | | |
| 2.10 | The proposed solution shall support optimization mechanism, server replication and clustering, to handle large volume of transactions under high load. The mechanism should be highlighted in the technical bid with third party benchmarking done on the performance. | | |
| 2.11 | The web-based Admin module shall provide interface for purging old audit trail and do selective logging i.e. select the system or application features for, which the audit trails have to be generated. | | |
| 2.12 | The web-based Admin module shall provide facility to take complete and incremental backups and shall be able to integrate with third party backup solutions. | | |
| 2.13 | Each feature of proposed solution carries separate marks for evaluation. (Please refer point no. 2.1 under Document Control Sheet of this RFP document for proposed solution features details) | | |

Note: The Bidder should provide compliance statement for all the above specifications of technical requirements against each item.

All the points marked Customizable –C should be made available for SIT within -12- weeks from the issuance of Letter of Intent/Purchase order

6. Section IV – General Conditions of Contract and Service Levels Agreement

- **Quality:** Material/solution not confirming to given specifications will be rejected & it will be replaced by the vendor, free of cost. The material/solution must be as per the detailed specifications listed out in RFP document and shall be as per standard engineering practice, relevant IS/ Imitational code of practice, and shall be as per the Specifications as mentioned in RFP Document.
- **Statutory Laws:** Vendor shall abide by all applicable rules and regulations regarding taxes, duties, labour etc., which are in force and from time to time enforced by the Government of India, also registration, labour laws, payments, ESIC, PF, insurance etc. Vendor shall coordinate for all these matters with concerned authorities directly.
- **Confidential Information:** All information exchanged between the parties will be confidential. If the implementation project requires disclosure of, or receipt of, confidential information, such disclosure or receipt will be made with mutual agreement and may be with a separately executed MoU / Non-Disclosure agreement with Vendor by the Bank.
- **Extra Deviated Items:** Any extra item like variation in quantity, deviated item should be executed only after getting the appropriate approvals with written confirmation, from the Bank. At the time of submitting the invoice, all the documentary evidence of appropriate approvals for Extra / deviated Items / Variation in Quantities should be attached. Payments will not be made without scrutiny of aforesaid approvals.
- **Force Majeure:** Bank shall not be responsible for delays or non-performance of any or all obligations, contained in this RFP or agreement thereafter, caused by war, revolution, insurrection, civil commotion, riots, mobilizations, strikes, blockade, acts of God, Plague, epidemics or pandemics, fire, flood, obstructions of navigation by ice of Port of dispatch, acts of government or public enemy or any other event beyond the control of the bank, which directly, materially and adversely affect the performance of any or all such obligations. However, the Bidder shall continue to perform its obligations as contained in this RFP and agreement thereafter.
- **Indemnity:** The Bidder assumes responsibility for and shall indemnify and keep the Bank from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the Bidder's obligation under these general conditions or for

which the Bidder has assumed responsibilities under the purchase contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the Bidder or Bidders in connection with the performance of any system covered by the purchase contract. The Bidder shall execute, deliver such other instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the purchase contract and to protect the Bank during the tenure of purchase order.

Where any patent, trade mark, registered design, copyrights and/ or intellectual property rights vest in a third party, the Bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon.

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

- **Arbitration:** The Bank and the Bidder shall make every effort to resolve amicably, by direct negotiation between the respective Designated Officials of the bank and the Bidder, any disagreement or dispute arising between them under or in connection with the RFP and or contract thereafter.

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

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

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

6.1. Term and Extension of the Contract

The term of this Contract will commence from the date of signing of contract/agreement and will be valid for a period of five (5) years which will be computed from the date of Go-Live of proposed solution. Apart from above said 5 years term, both Bank and Bidder shall also be governed by the terms of the said agreement for the term of preparation period i.e. the period between date of signing of agreement till date of go-live of solution. The contract is extendable further for two (2) years solely at the option of Bank.

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

During extended period of two years if deemed appropriate (THE NAINITAL BANK LTD. reserve right to extend the agreement with Bidder), the term and conditions for SLA, penalty and Prices for On-premise services, AMC & Manpower shall remain same as given for 5th Year.

Where the Bank is of the view that no further extension of the term be granted to the Bidder, the Bank shall notify the Bidder of its decision at least 6 (six) months prior to the expiry of the Term. Upon receipt of such notice, the Bidder shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract within which, the Bank shall either appoint an alternative service provider or create its own infrastructure to operate such Services as are provided under this RFP. In such scenario, the terms and conditions for SLA, penalty and Prices for On-premise services, AMC & Manpower shall remain same as given for 5th Year.

Warranty

a) The warranty of 12 Months shall start from the date of Go- Live Date. Any defects / bugs noticed in the migrated/implemented applications shall be reworked and / or replaced by the Bidder / Vendor with defect-free components free-of-cost.

b) Bidder / Vendor should provide software patches / upgrades towards complying with all the statutory and any other requirements from the Bank as specified from time to time during the Contract period, free of cost. The warranty period would start after live implementation*

(*Live implementation means that after user acceptance and audit clearance the complete System is ported on the production environment (Go Live) and after issuance of Acceptance Certificate by the Bank).

6.2. Termination of the Contract

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

- The Successful Bidder fails to execute the work or any part thereof in accordance with the contract.
- If abandonment of the work or any part thereof by the Successful Bidder.
- If the progress made by the Successful Bidder is found to be unsatisfactory.
- Failure to deposit the performance bank guarantee asked for under the contract.
- In the event of commencement of liquidation or winding-up (whether voluntary or

compulsory) of the Successful Bidder or appointment of a receiver or manager of any of the Successful Bidder's assets and/or insolvency of the Successful Bidder.

- Distress, execution, or other legal processes being levied on or upon any of the Successful Bidder's goods and / or assets.
- If the Successful Bidder assigns or attempt to assign his interest or any part thereof in the contract.
- Delay in operationalizing /customizing the service beyond the specified period; or
- Any other reason which in the judgment of Bank does warrants termination of contract proceedings.
- If the Bidder is unable to improve services/performance to the satisfaction of the Bank within the notice period, the contract may be terminated after completion of the notice period. Upon termination of the contract, Bank may recover losses incurred by it if any on account of non-performance by the Bidder by invocation of and from the proceeds of Performance Bank Guarantee submitted by the Bidder. Without prejudice to available remedies, in case, the amount of Performance Bank Guarantee is not sufficient to meet the recoverable amount, then the Bank shall recover the same from bidder from any mode including arbitration/ other options available to the Bank at the cost and expense of the bidder.
- Under Termination/Expire of the Agreement / during shifting of the services to a new agency, the Successful Bidder shall continue to provide services and extend the necessary help smooth switch over and necessary training to Bank staff.
- If the Successful Bidder wants to terminate the Agreement at least six months' notice will be required in advance, failing which Bank guarantee would be invoked. The Successful Bidder would be liable for any cost/damages the Bank incurs/suffers on account of such action on the part of the Successful Bidder.
- If the Agreement is terminated by the Bank, the Bank would be entitled to enforce the Bank Guarantee and Bank shall also be entitled to get back the infrastructure & hardware provided by the Bank if any after settling Successful Bidder's dues in full, any termination of the contract from the bank's side may also be accompanied by a de-facto blacklisting of the vendor.

6.3. EXIT MANAGEMENT:

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

- The Service Provider shall not immediately delete any data and cease to provide the services to the Bank without the express approval of the Bank.
- The Service Provider shall provide the Bank or its nominated agency with an exit management plan ("Exit Management Plan") or transition plan indicating the nature and scope of the underlying transitioning services.
- Transition of data from existing solution provided by Service Provider to the solution provided by new Service Provider/bank. Service Provider shall be supporting in transition to new service provider/bank and extra scope shall be taken as change request by service

provider on chargeable basis on a mutual agreeable rates.

- Migration from the Service Provider environment to the new service provider's environment. This activity shall be taken as change request by Service Provider on chargeable basis on a mutual agreeable rate.
- In case the service provider terminates the agreement prior to the completion of term OR service provider decides to provide services from new environment / location during contract period. In such circumstances the Bank shall not be liable to pay any charges towards such transition / migration activities.
- Service Provider shall carry out the migration of the data, content and any other asset to the new environment identified by the Bank to enable successful deployment and running of the services desired by the Bank in the new environment. The format/manner in which the data shall be transmitted from the Service Provider software solution to the new environment, if possible, shall be identified by the Bank to ease and enhance portability. This activity shall be taken as change request by Service Provider on chargeable basis on mutual agreeable rates.
- Service Provider shall ensure that all the documentation required by the Bank for smooth transition are kept up to date and all such documentation is handed over to the Bank during regular intervals as well as during the exit management process.
- Service Provider shall transfer to the Bank the Physical and logical security processes and tools, including catalogues, badges, keys, documented ownership and access levels for all passwords and instructions for use and operation of security controls developed during the term to support the delivery of the Exit Management Services.
- Service Provider shall carry out following key activities including but not limited to, as part of the knowledge transfer:
 - a. Preparing documents to explain design and characteristics
 - b. Carrying out joint operations of key activities or services
 - c. Briefing sessions on processes and documenting processes
 - d. Sharing the logs, any other requirement of the Bank etc.
- Service Provider shall transfer/ share know-how relating to operation and maintenance of the service, solution, software etc.
- Each Party shall forthwith handover all the Confidential Information, documents, statements, reports, and all other related material of the other Party in its possession to an authorized official of the other Party.
- Bank will not pay anything for the migration of services and data to Service Provider's nominated agency/bank.
- Post successful migration of services and data to Bank/Bank's duly nominated agency, Service Provider will provide a duly signed certificate that entire Bank's data has been deleted from its systems and it is not in possession of any data and information pertaining to Bank. Without prejudice to any other right under the law and otherwise, please note that the Bank will not provide sign-off to the Service Provider without receiving this certificate.
- Post sign-off provided by Bank for successful migration of services and data to its duly nominated agency the Parties shall immediately cease to represent each other or operate

under the Agreements and not hold itself in any way as the representative of the other Party and refrain from any action that would or may indicate any other relationship.

6.4. Security and Audit

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

6.5. Prices

Prices quoted must be firm and shall not be subject to any upward revision on any account whatsoever throughout the period of contract. However, if there is any increase/decrease in taxes/ duties due to any reason whatsoever, after Notification of Award, the same shall be passed on to The Nainital Bank Ltd.

6.6. Payment Terms

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

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

6.7. Payment Schedule

The payment schedule for various items as quoted in **Section V** Commercial Bid Format will be as below:

One Time Application Software/license cost of proposed solution, third-Party Application Cost (if any), Implementation Cost & Integration Cost as quoted by Bidder will be paid as under:

i. One Time Application Software/license cost and third-party application cost (if any)

- 30% on delivery of application software/license along with licence keys & copy of licence to the Bank

- 20% on first installation of proposed solution on Bank's infrastructure
- 20% on first installation of Bank's Smartphone & Tablet (Android/ iOS)
- 30% on successful GO-LIVE of the proposed solution

ii. Implementation & Integration cost

- 20% on contract signing and submission of Security Deposit
- 20% on first installation of proposed solution on Bank's infrastructure
- 10% on first installation of Bank's Smartphone & Tablet (Android/ iOS)
- 10% on successful UAT
- 15% on successful integration of proposed solution with Finacle 10.x
- 25% on successful GO-LIVE of the proposed solution

iii. Annual AMC/ATS Charges shall be payable quarterly in advance on successful GO-LIVE of the solution, after deduction of penalties (if any) of the preceding quarter.

iv. For any other cost as submitted by the Bidder, the payment terms will be decided at the time of signing of agreement.

The Vendor's request(s) for payment shall be made to "The Nainital Bank Ltd." in writing (Invoice) accompanied by Service Level Requirements compliance reports for which payment is being claimed.

All the payments to the Vendor shall be subject to the report of satisfactory accomplishment of the concerned task. Penalties, if any, on account of liquidated damages and non-compliance of Service Level Requirements, shall be deducted from the invoice value.

Payments will be released only on satisfactory acceptance of the deliverables for each Task as per the particulars mentioned in the commercial bid format.

All Payments shall be made in **Indian Rupees Only** and shall be released by the Bank against the invoices raised by Bidder within 30 calendar days given all the relevant documents are submitted timely and are complete in all reference.

Note:

- All payments will be made through electronic mode only.
- Payments should be subject to deductions of any amount for which the Bidder is liable under the tender conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the applicable Income-Tax Act.
- No advance payment will be made.

6.8. Service Level Agreement

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

- The scope of the RFP and any amendment done in the RFP before submission of the bid.

- The proposed solution offered by the vendor in response to the bid.
- Selected vendor is obliged to provide additional infrastructure free of cost at any stage of the TCO period, if it was found that requirement & standards intended by the Bank in RFP is not being fulfilled.
- The SLA will be binding on the vendor for the entire period of 5 Years i.e. term of contract as defined in this RFP.
- Bidder should provide facility of call (issue) logging through telephone, e-mail, web portal, etc., along with details furnished by the bank for any issue to the Onsite Facility Management.
- The Bidder must provide performance reports to the Bank at quarterly intervals which will be used by Bank for determining the penalty.
- The Bidder must submit call wise details to Bank monthly during SIT, UAT before GO-LIVE and any issue raised thereafter.
- SLA will be based on the resolution time of the issues raised by the Bank during SIT, UAT phases before GO-LIVE and any issue raised as detailed below:

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

- Penalty for Non-Availability of deployed onsite support: The Bidder has to deploy onsite support during SIT, UAT, till 6 months from the date of Go-Live. In case resource needs to take off/leave from the duty, he has to take due approval from department authorities. During such permitted period of leave, the Bidder will ensure that work is not hampered i.e. the issues raised by Bank are resolved within the time period as mentioned in pt. above. However, if the issue remains unresolved then Bank reserves the right to levy a penalty of Rs. 1500/- per day of absence of deployed resource in addition to the penalty if applicable as above.
- The changes made in the solution during AMC Period against Change Requests should be completed within the quoted timeframe with quality. Penalty will be deducted @ 1% for each day of non-completion beyond the quoted timeframe of cost quoted for the same Change Request, with a maximum up of 30% of total cost quoted for the same Change Request.

- Any penalties due to non-adherence of the above SLA before GO-LIVE will be made in the next payment of implementation & integration cost.
- Any penalties due to non-adherence of the above SLA after GO-LIVE will be made in the next payment of AMC of next quarter.
- The Bidder would be responsible for ensuring that the exercise is as per the Implementation plan. In case the Bidder fails to commission the software/ proposed solution on time, then the Bidder would need to make alternative arrangements at no extra cost to the Bank.

6.9. PENALTY:

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

7. Section V – Bid Submission Format

7.1. Bidder Profile

| Sr. | Particulars | Details |
|-----|---|---|
| 1. | Name of the Bidder | |
| 2. | Address of the Bidder | |
| 3. | Status of the Company (Public Ltd/ Pvt. Ltd)/Firm/LLP etc. | |
| 4. | Details of Incorporation of the Company/Firm | |
| 5. | Details of Commencement of Business | |
| 6. | GST registration no. | |
| 7. | a. Permanent Account Number (PAN)& b. TAN | |
| 8. | Name & Designation of the authorized contact person to whom all references correspondence shall be made. | |
| 9. | Telephone No. (with STD Code) a) Landline b) Mobile | |
| 10. | E-Mail of the contact person: | |
| 11. | Fax No. (with STD Code) | |
| 12. | Website | |
| 13. | Details of NEFT/RTGS transaction details (if Application Money, Fees for proposed solution features, and EMD are credited to Bank through electronic mode). | |
| 14. | Details of account wherein the EMD amount is to be returned if the EMD is sent through NEFT / RTGS. | The following details are to be submitted: Account Name – Account Number – IFSC Code – Bank Name - Branch Name - |

| | | | | |
|-----|---|------------------|------------------|------------------|
| | Financial Details (as per audited Balance Sheets) (in Cr) | | | |
| | Year | 2020-2021 | 2021-2022 | 2022-2023 |
| 15. | Net Worth | | | |
| 16. | Turn Over (Total) | | | |
| 17. | Turn Over (from Indian Operations) | | | |
| 18. | Turn Over (from data centre operations) | | | |
| 19. | Profit After Tax (PAT) | | | |
| 20. | Net Profit | | | |

7.2 Manufacturer Authorization Format

Manufacturer's Authorization Form

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

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

Madam/Dear Sir,

Ref: - RFP no..... dated, for solution for Design, Development, Integration & Implementation of Mobile Banking Application and its Operations and Maintenance project.

We (Name of the OEM) who are established and reputable manufacturers / developers of having factories / offices at and do hereby authorize M/s (who is the Bidder submitting its bid pursuant to the Request for Proposal issued by the Bank) to submit a Bid and negotiate and conclude a contract with you to Supply, Installation and Maintenance of for providing/ supply of manufactured / developed by us against the Request for Proposal received from your Bank by the Bidder and we have duly authorised the Bidder for this purpose.

We undertake to perform the obligations as set out in the RFP in respect of such services and hereby extend our support and services through M/s..... during the 5-year contract period (further extendable for 2 years) as per terms and conditions of the RFP.

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

Dated this.....by2023

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name:

Address

Email and Phone #

7.2. Undertaking by OEM as Bidder (Applicable when OEM is the Bidder)

Undertaking by OEM as Bidder

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

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

Madam/Dear Sir,

Ref: - RFP no..... dated, for Design, Development, Integration & Implementation of Mobile Banking Application and its Operations and Maintenance project.

We, (Name of the OEM) having our registered office at, are an established and reputable manufacturer / developers of for above mentioned Request for Proposal.

We confirm that we are participating in the RFP as a Bidder.

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

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

7.3. Declaration for Non-Blacklisting

UNDERTAKING FOR NON- BLACKLISTED

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

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

Madam/Dear Sir,

Reg.: RFP Reference No: NTB/IT/MB/2023/06/014

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

This declaration is being submitted and Ltd to, in response to the tender reference mentioned in this document

Thanking You,
Yours faithfully,

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

7.4. Undertaking of Information Security

(This letter should be on the letterhead of the Bidder as well as the OEM/ Manufacturer duly signed by an authorized signatory on Information security as per regulatory requirement)

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

Madam/Sir,

Reg.: RFP Reference No: NTB/IT/MB/2023/06/014

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

Dated this.....by2023

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

7.5. Undertaking by the Bidder (To be included in Technical & Commercial Bid Envelope)

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

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

Madam/Sir,

Reg.: RFP Reference No: NTB/IT/MB/2023/06/014

It is certified that the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with. We have gone through all the conditions of bid and are liable to any punitive action for furnishing false information / documents. Dated this _____ day of _____ 2023.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

7.6. Undertaking for Price Validity & Acceptance of all terms & conditions of RFP

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

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

Madam/Sir,

Reg.: RFP Reference No: NTB/IT/MB/2023/06/014

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

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

7.7. Undertaking for No Deviation

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

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

Madam/Sir,

Reg.: RFP Reference No: NTB/IT/MB/2023/06/014

Further to our proposal dated, in response to the Request for Proposal (Bank's RFP Ref. No **NTB/IT/MB/2023/06/014** hereinafter referred to as "RFP") issued by Bank, we hereby covenant, warrant and confirm as follows:

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

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

7.8. Commercial Bid Format

To be provided on letter head of the Bidder's Company Cost for solution for Design, Development, Integration & Implementation of Mobile Banking Application and its Operations and Maintenance project

| S.No. | Particulars | Total Amount |
|-------|--|--------------|
| 1.a | One time Application Software/license cost – Perpetual | |
| 1.b | Third-Party Application Cost (if any) | |
| 2 | Implementation Cost & Integration Cost (One Time Cost) | |
| 3 | Other Cost (If Any, please specify) | |
| 4 | Annual AMC/ATS Charges on per annum basis | |
| | GRAND TOTAL OF PROPOSED SOLUTION in INR (Excluding GST/Other taxes) | |

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

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

Terms & Conditions:

- The Commercial Offer should be given in the above format only.
- All costs should be only in Indian Rupees and all payments will also be only in Indian Rupees.
- For each of the above items provided the Bidder is required to provide the cost for every line item where the Bidder has considered the cost in commercial bid.
- The Bidder needs to clearly indicate if there are any recurring costs included in the above bid and quantify for the same. In the absence of this, the Bidder would need to provide the same without any charge.
- If the cost for any line item is indicated as zero, then it will be assumed by the Bank that the said item is provided to the Bank without any cost
- The prices quoted by the Bidder shall be exclusives of all applicable taxes i.e. GST (SGST, CGST & IGST). GST will be paid on actual on production of original invoice.
- The rate should be valid for 5 years from the date of go-live of project.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

7.9. Details of Hardware & Operating System Requirement

The Bidder must specify complete details of Hardware and other systems required for successful implementation of the offered solution, in the following format.

| S. No | Item | Item Description | Requirement * | Quantity |
|-------|-------------------------------|------------------|---------------|----------|
| 1. | Hardware | | | |
| 2. | Operating System | | | |
| 3. | Database | | | |
| 4. | Storage and Backup Solution | | | |
| 5. | Reporting Application(If Any) | | | |
| 6. | Other Item (If Any) | | | |

Note:

*Please mention Make / Model (if any), type and number of processors, Memory, bus speed, hard disk & Operating System number of users, license type, version etc.

7.10. Non-Disclosure Agreement

(To be submitted by all Bidders for availing the proposed features for Design, Development, Integration & Implementation of Mobile Banking Application and its Operations and Maintenance)

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

This NON-DISCLOSURE AGREEMENT (“NDA”) is made at Nainital this _____ day of _____ 2023

BY AND BETWEEN

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

AND

_____ a company within the meaning of Section 2(20) of the Indian Companies Act 2013, having its registered office at _____, INDIA (hereinafter referred to as the “Bidder” which expression shall mean and include its legal representatives, successors-in-interest and permitted assigns) and represented herein by its authorized signatory, of the **OTHER PART**;

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

RECITALS

WHEREAS:

Bank pursuant to its working relationship which has been or may be established, with the Bidder, anticipate that it may have to disclose or deliver certain documents, components, parts, information, drawings, data, sketches, plans programs,

specifications, techniques, processes, software, inventions and other materials, both written and oral, of a secret, confidential or proprietary nature, including without limitation any and all information relating to marketing, finance, forecasts, invention, research, design or development of information system and any supportive or incidental sub-systems, (collectively, “Proprietary Information”); and which may be accessible / available to the Bidder.

WHEREAS, Bank desires to ensure that the confidentiality of any Proprietary Information is maintained, during the tenure of the NDA (contract) and thereafter;

NOW, THEREFORE, in consideration of the foregoing premises, and the mutual covenants contained herein, both the parties intending to be legally bound, Bank and Bidder hereby agree as follows:

1-CONFIDENTIAL INFORMATION

1. All Bank's product and process details, documents, data, applications, software, systems, papers, statements and business / customer information which may be communicated to or come to the knowledge of the Bidder or its employees during the course of discharging their obligations shall be treated as absolutely confidential and the Bidder irrevocably agrees and undertakes and ensures that the Bidder and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without the prior written permission of Bank nor shall use or allow to be used any information other than as may be necessary for the due performance by the Bidder of its obligations.
2. The Bidder shall not make or retain any copies or record of any Confidential Information submitted by Bank other than as may be required for the performance of the Bidder.
3. The Bidder shall notify Bank promptly of any unauthorized or improper use or disclosure of the Confidential Information.
4. The Bidder shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also so far as it is practicable the Bidder shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by Bidder or its affiliates.
5. Bidder shall extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
6. The Bidder hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of any oral or written information which may contain, hold or bear confidential information or disclose the information submitted by Bank under any other Agreement to any third part unless such disclosure is mandatorily required by law or if it is required necessarily to be disclosed to any other agency/subcontractor or the like for the purpose of performing any of its obligations under the contract.

7. Bidder shall not disclose the name of the Bank, or the existence, nature or substance of any agreement, relationship and/or negotiations between Bank and the Bidder, in any publicity material or other communications to any third parties without the prior permission of Bank.
8. However, the Confidential Information will not be limited to the information mentioned above but not include the following as Confidential Information:
 - i) Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
 - ii) Prior to the disclosure by Bank was known to or in the possession of the Bidder at the time of disclosure;
 - iii) Was disclosed or parted with the prior consent of Bank;
 - iv) Was acquired by the Bidder from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from Bank.
9. The Bidder agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.
10. In any dispute over whether information or matter is Proprietary Information or not mentioned herein, it shall be the burden of Bidder to show that such contested information or matter is not Proprietary Information within the meaning of this Agreement, and that it does not constitute violation under any laws for the time being enforce in India.

2-PROPRIETARY RIGHTS

Title to all documents, process details, any other information which is having intellectual property rights received by Bidder from Bank, including all Proprietary Information, shall remain at all times the sole property of Bank, and this Agreement shall not be construed to grant to Bidder any patents, licenses or similar rights to such property and Proprietary Information disclosed to Bidder hereunder.

3-INDEMNITY

3.1 The Bidder hereby agrees to indemnify and keep Bank indemnified safe and harmless at all times against all or any consequences arising out of any breach of this confidentiality undertaking by the Bidder and /or its employees and shall immediately reimburse and pay to Bank on demand all damages, loss, cost, expenses or any charges that Bank may sustain suffer, incur or pay in connection therewith.

3.2 The Bidder acknowledges that a breach of its obligations under this Agreement could cause irreparable harm to the Bank for which monetary damages may be difficult to ascertain or an inadequate remedy. The Bidder therefore agrees that the Bank will have the right, in addition to its other rights and remedies, to seek injunctive relief and damages for any violation of this Agreement.

3.3 In event, the Bank arrives to the conclusion that the bidder has disclosed the confidential information in breach of NDA, the Bank will appropriate the EMD deposited by the bidder along with the RFP apart from other available remedies of seeking compensation from the bidder.

4-TERMINATION AND SURVIVAL

4.1 The terms of this Agreement shall be for twelve months unless terminated by Bank with thirty days prior written notice to Bidder, however, this Agreement's provisions will survive as to Confidential Information that is disclosed before termination.

4.2 Unless Bank otherwise agree in writing, Bidder duty to protect Confidential Information expires one year from termination / expiry of this Agreement, provided the information which is by its nature required to keep confidential or under any applicable laws required to protect forever such information shall remain confidential forever or until such time when the Bidder no longer has access to the Confidential Information or has returned or destroyed all Confidential Information having in its possession.

5-GOVERNING LAW AND JURISDICTION:

The provisions of this Agreement shall be governed by the laws of India. If any disputes or differences shall arise between the Parties hereto as to the interpretation or the performance of this Agreement the same shall be referred to sole arbitrator to be appointed by Bank. The arbitration proceeding shall be governed by the Arbitration and Conciliation Act 1996 and rules / amendments there under.

The place of Arbitration shall be at Nainital. The language of arbitration shall be English and the courts at Nainital shall have the exclusive jurisdiction to try any matters arising from this Agreement.

6-SEVERABILITY

If any provision of this Agreement is invalid or unenforceable, then such provision shall be construed and limited to the extent necessary, or severed if necessary, in order to eliminate such invalidity or unenforceability, and the other provisions of this Agreement shall not be affected thereby.

7-NO LIABILITY

Bidder understands and agrees that neither Bank nor any of its directors, officers, employees, agents, advisors or representatives (i) have made or make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information or (ii)

shall have any liability whatsoever to Bidder or its Affiliates relating to or resulting from the use of the Confidential Information or any errors therein or omissions therefrom.

8-MISCELLANEOUS

8.1 No delay or omission by either party in exercising any rights under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by either Party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

8.2 This Agreement is in addition to any prior written agreement between Bank and Bidder relating to the subject matter of this Agreement; in the event of any disparity or conflict between the provision of such agreements, the provision which is more protective of Proprietary Information shall control.

8.3 This Agreement may not be modified, in whole or in part, except by an agreement in writing signed by Bank and Bidder.

IN WITNESS WHEREOF, the Parties hereto have set the hands of the respective authorized officials on the day and year first hereinabove written.

| | |
|---|--------------------------------------|
| Signed by, for & on Behalf of The Nainital Bank Ltd through | Signed by, for & on Behalf of Bidder |
| Designation: | Designation : |
| IN THE PRESENCE OF | IN THE PRESENCE OF |
| Designation: | Designation : |
| Date: | |
| Place : | |

---End of Document---