



Request for Proposal for Migration Audit of CBS (Core Banking Solution) from Fincraft to Finacle 10.x

**INSPECTION AND AUDIT DIVISION
REGIONAL OFFICE
NOIDA**

The Nainital Bank Limited
17th May 2021

RFP Reference No- NTB/CIAD/MA/2021/05/010

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List of Abbreviations

Acronym	Full Form
BG	Bank Guarantee
CBS	Core Banking Solution
DD / PO	Demand Draft / Pay Order
EMD	Earnest Money Deposit
IT	Information Technology
LoI	Letter of Intent
NDA	Non-Disclosure Agreement
OEM	Original Equipment Manufacturer
OSD	Original Software Developer
PBG	Performance Bank Guarantee
PO	Purchase Order
RFP	Request for Proposal
SLA	Service Level Agreement
TCO	Total cost to Ownership
TO	Technical Offer

2. Section I – Invitation to Bid

RFP No. NTB/CIAD/MA/2021/05/010

The Nainital Bank Ltd.
Head Office,
Seven Oaks Building,
Mallital, Nainital, Uttarakhand - 263001

Dated: 17.05.2021

The Nainital Bank Ltd. invites bids (Technical & Financial) from eligible bidders which are valid for a period of 180 days from the last date of submission of bid date for “Migration Audit of CBS (Core Banking Solution) from Fincraft to Finacle 10.x”.

Scope of Work	Migration Audit of CBS (Core Banking Solution) from Fincraft to Finacle 10.x	
Application Money	Rs. 5,000/- (Rupees Five Thousand Only)	Application Money has to be deposited as DD / PO / NEFT at the time of Bid submission. The NEFT should be sent on or before revised last date of Bid submission as per account details mentioned below: Account Name - Adjusting Account Account Number - 999ADJAC IFSC Code - NTBL0NAI999 Branch Name - Head Office, Nainital
EMD (Earnest Money Deposit) to be submitted	Rs. 1,00,000/- (Rupees One Lakhs Only)	Earnest Money Deposit (EMD) submitted in the form of DD/PO/NEFT 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. The NEFT should be sent on or before revised last date of Bid submission as per account details mentioned below: Account Name - Adjusting Account Account Number - 999ADJAC IFSC Code - NTBL0NAI999 Branch Name - Head Office, Nainital
Last date and time of submission of Bids		07/06/2021 (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 and Bank Guarantee should be made in favour of The Nainital Bank Ltd. and DD/PO be made Payable at Delhi.**

RFP Coordinator – Manoj Kumar Dwivedi

Contact No – 0120-2401089, 7055101509

e-mail – ciad@nainitalbank.co.in

2.1. Document Control Sheet

Tender Reference No.	NTB/CIAD/MA/2021/05/010
Name of Organization	THE NAINITAL BANK LIMITED
Tender Type (Open/Limited/EOI/Auction/Single)	OPEN
Tender Category (Services/Goods/works)	Services
Type/Form of Contract (Work/Supply/Auction/Service/Buy / Empanelment/Sell)	Services / Work
Technical Evaluation (Yes/No)	Yes
Is Multi Currency Allowed	No (Only INR)
Payment Mode (Online/Offline)	Offline / Online
RFP Issuance Date	17/05/2021
RFP Coordinator	RFP Coordinator – Manoj Kumar Dwivedi Contact No – 0120-2401089, 7055101509 e-mail – ciad@nainitalbank.co.in
Last date of receiving written request for clarifications before the pre-bid meeting	16:00 hrs. on 20/05/2021 -mail to ciad@nainitalbank.co.in
Pre-bid meeting	<ul style="list-style-type: none"> • Due to ongoing Covid-19 pandemic, pre bid meeting will be held through online mode on 24/05/2021 between 11.00 AM and 1:00PM. • Bidder to submit the names of -2- authorized officials/persons (Maximum) along with their contact numbers, designations and e-mail IDs on ciad@nainitalbank.co.in by 20/05/2021 along with clarification sought (if any) in a prescribed format mentioned at point 3.8. • Invitation link of the meeting will be sent by the Bank to email IDs (max 2) of authorized officials/persons of the bidder to join the Online Pre-bid Meeting as per the schedule mentioned 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	07/06/2021 (By 1600 Hrs.) The Nainital Bank Ltd., Inspection and Audit Division, 4 th Floor, C-20/1A/7,

	UPRRN Building, Sector-62, Noida District Gautam Budh Nagar Uttar Pradesh - 201307
Mode of Submission of Bid	<p>The Bidder shall send the Bid Envelope through Courier / Registered Post / Speed Post at The Nainital Bank Ltd., Inspection and Audit Division, 4th Floor, C-20/1A/7, UPRRN Building, Sector-62, Noida District Gautam Budh Nagar, Uttar Pradesh - 201307 on or before 07.06.2021 (By 1600 Hrs.) (Bid Submission Date).</p> <p>The date on dispatch of Courier / Registered Post / Speed Post receipt should be on or before revised last date of bid submission. The receipt of Courier / Registered Post / Speed Post for tracking purpose should be sent on email id of RFP Coordinator mentioned in Document Control Sheet.</p> <p>However, if the said Bid Envelope sent through Courier / Registered Post / Speed Post is lost in transit or is not delivered within 7 days from revised last date of bid submission in such circumstances the Bank shall not be liable, whatsoever, due such misplacement or non-delivery of said bid envelope.</p> <p>Further, the Bidder, whose bid envelope is misplaced in transit or is undelivered within 7 days from revised last date of bid submission cannot resubmit his bid on the pretext of misplacement or non-delivery of the Bid envelope.</p>
Date and time of opening of Eligibility cum Technical Bids (envelope 1 and envelope 2)	Date and time of opening of envelope 1 & 2 will be shared later on to the bidders (through the authorized e-mail ID shared by the bidders.)
Date of Technical Presentation	Date of technical presentation will be shared later on to the eligible bidders through authorized e-mail ID shared by the bidders.
Contract Type (Empanelment/Tender)	Tender
Multiple Technical Annexure(s)	Yes
Quoting for all Technical Annexures is compulsory	Yes
Application Money	Rs.5,000/- (Rupees Five Thousand Only)*

Bid Security (Earnest Money Deposit)	Rs.1,00,000/- (Rupees One Lakh Only)*
Bid Validity days	180 days from the last date for submission of bid
Location for Submission of Bid	The Nainital Bank Ltd., Inspection and Audit Division, 4 th Floor, C-20/1A/7, UPRRN Building, Sector-62, Noida District Gautam Budh Nagar Uttar Pradesh - 201307
Validity of Contract	One year from the date of Purchase Order
Address for Communication	Mr. Manoj Kumar Diwedi The Nainital Bank Ltd., Inspection and Audit Division, 4 th Floor, C-20/1A/7, UPRRN Building, Sector-62, Noida District Gautam Budh Nagar Uttar Pradesh – 201307

* 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)

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 Limited was established in the year 1922 with the objective to cater banking needs of the people of the region. Bank of Baroda, a premier nationalized bank, is managing the affairs of The Nainital Bank Limited since 1973. The Bank is having 160 branches at present operating in five states i.e. Uttarakhand, Uttar Pradesh, Delhi, Haryana and Rajasthan. Bank's Head Office is at Nainital, Uttarakhand and -3- Regional Offices are functioning at Delhi, Dehradun and Haldwani. The Bank is running with a vision which states: "To emerge as a customer centric National Bank & become the most preferred bank for its product, services, technology, efficiency & financials."

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 be marked as Envelope No. 1 along with other Pre-qualification documents.

In case the Application fees and EMD is sent through NEFT, such details are to be submitted in Format as mentioned at point 7.8.

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., name and address of the bidder and the 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 send the Bid Envelope through Courier / Registered Post / Speed Post at The Nainital Bank Ltd. ,Inspection and Audit Division, 4th Floor, C-20/1A/7, UPRRN Building, Sector-62, Noida, District Gautam Budh Nagar, Uttar Pradesh – 201307 on or before 07.06.2021 (By 1600 Hrs.)

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

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

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

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 and tender cost (application money) 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 and tender cost (application money) from bidders not having valid NSIC registered documents for exemption will not be considered.
- ii. To qualify for EMD & Tender Fee / Cost (application fee) 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 exemption (application fee).
- 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 for Bids
2. Section II - Instructions for Bid submission
3. Section III - 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. ciad@nainitalbank.co.in and as per schedule indicated under **point no. 1.1 of Section I – Invitation for Bids**. The queries must be submitted in the following format (in Excel file,*.xls) shall only be considered for clarification:

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

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

All queries on the RFP Document should be received on or before 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. In case the Application Money is sent through NEFT, such details are to be submitted in Format as mentioned at 7.8.
- Original EMD (as mentioned in this RFP) the original Bank Guarantee for EMD must be submitted in a sealed envelope mentioning “EMD-NTB/CIAD/MA/2021/05/010” by Bid submission end date as mentioned in Section 1 – Invitation of Bids. In case the EMD is sent through NEFT, such details are to be submitted in Format as mentioned at 7.8.
- Response to Eligibility criteria: Eligibility Criteria which should contain all the supporting documents asked for eligibility criteria.
- Power of Attorney or latest Board Resolution in case of company executed by the Bidder in favor of the Principal Officer or the duly Authorized Representative, certifying him as an authorized signatory for the purpose of this Tender.

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 4.32)
 - POC / Product Walk through, along with Presentation (Refer Point C Technical Presentation of Evaluation of Technical Bids)
 - Bidder Solution
 - Methodology and Project Implementation Plan
 - 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 firm, or as a duly authorized representative of the company.

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

proof of the ability of the signatory to bind the Bidder shall be annexed to the bid.

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

4.15. Earnest Money Deposit (EMD)

The Bidder shall furnish, as part of its bid, an Earnest Money Deposit (EMD) of the amount Rs 1,00,000/- (Rupees One Lakh Only) as a security.

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

The EMD must be submitted, in form of DD/PO/NEFT or Bank Guarantee 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 the EMD is sent through NEFT, such details are to be submitted in Format as mentioned at 7.8.

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, favoring The Nainital Bank Ltd. equal to the 10% of purchase order value.
- Validity: Valid for the 12 months. The BG will be released after 12 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.

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 upto 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 for Bids** no later than the time and date specified in Section I -Invitation for Bids.

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

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 for Bids**, 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, place to 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, 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 know-how 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 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 services 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 limited company in India at least for last 5 years as on date of bid.	Documentary Proof to be attached (Certificate of Incorporation). Submit copy of PAN Card, GST Registration.	
2	Bidder 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. 7.4 signed by authorized official of the bidder)	
3	The bidder should have positive net worth for each year in the last three financial years that is financial years - 2017-18, 2018-19 and 2019-20.	Audited Financial statements for the financial years 2017-18, 2018-19 and 2019-20. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification	
4	The bidder must be specialized in Data migration assurance services for at least 5 years in India as on RFP Issuance Date.	Attested Documents of Incorporation certificate or similar documents to be submitted.	
5	The Bidder should have a pool of resources who possess qualifications such as :CISA / CISSP / CCNA/ CISM / GIAC(SANS)	Documentary Proof to be attached	
6	The bidder should have on its permanent rolls at least 10 professionals specialized in Data migration assurance or related activity in India.	A self-certified letter signed by the Authorized Signatory of the Bidder	
7	The Bidder should have carried out Data migration assurance in at least 2 commercial banks / PSU / RRB's in India covering over 250+ branches each.	Purchase Order/Completion certificate	
8	The Bidder should not be an existing CBS or new Core Banking Solution provider in the Bank.	Self-declaration	

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 service if it is of an opinion that the offered service does not match the technical requirements /objectives specified in Technical Bid – Bank's Requirements.

The technical bid will first be reviewed for determining the Compliance of the Technical bids with the 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 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.	Bidder's experience in Auditing	50
B	Bidder's Team available for Audit	20
C	Technical Presentation and Project Understanding	30
Total		100

Scoring Matrix:

A. Bidder's experience in Auditing

Sl. No.	Scoring Parameter	Maximum Score	Documents to be submitted
1.	End to end Migration Audit certification of core banking, in Commercial Bank / PSU / RRB in India Audit of each Bank with at least 250+ Branches will carry 5 Marks	25	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.	End to end Migration Audit certification of core banking, in Commercial Bank / PSU / RRB in India Each Finacle Migration Audit credentials will carry 5 Marks	25	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.
	Total	50	

B. Bidder's Team available for Audit

Sl. No.	Scoring Parameter	Maximum Score	Documents to be submitted
1	Chartered Accountant having 5 years of experience present in Team	10	Valid Documents Proof
2	Each Data Migration Expert Present in Team will carry 5 Marks, bifurcated as: <ul style="list-style-type: none">Technology Background with minimum 3 years'	10	Valid Documents Proof

	<p>experience – Maximum. 3 Marks</p> <ul style="list-style-type: none"> • 0.25 Mark for each additional year of Experience over the minimum qualification specified – Maximum 1 Marks • 0.2 Mark for each additional year of Experience over the minimum qualification specified - Maximum 1 Marks 		
	Total	20	

C. Technical Presentation

Sl. No.	Scoring Parameter	Maximum Score
1	<p>Demonstration / Presentation on proposed Data migration assurance services covering below major points:</p> <ul style="list-style-type: none"> • Clarification in understanding requirements • Detailed approach & methodology for providing the proposed services • Project Rollout Plan <p>Coverage of entire details as per scope of work with value add/proposition so as to ensure a complete effective and efficient audit</p>	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 services during the bid selection process.

- At least one senior representative from bidder's organization should be present in the technical presentations
- Complete soft copies of the presentation materials should be shared with the Bank before the presentation.

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

Note:

1. Group/Parent organization/company experience shall not be considered.
2. Direct orders from end customers or through SI (System Integrator) 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:

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

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

Bidders quoting incredibly low or unrealistic high cost of items leading to unrealistic GTV with a view to subverting the 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 in toto.
- 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 thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

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 issuance of Purchase Order and will be valid for 1 years from the date of issuance of Purchase Order.

Keeping in view the project commitment, The Nainital Bank Ltd. reserves the right to ask the bidder to modify the audit process 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.

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 12 months.

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 takeover/merger/acquisition/transfer of ownership of bidder, the responsibility for smooth transition to the new entity lies with the bidder.

4.39. Placing of Purchase Orders

Purchase order will be placed on the vendor in hardcopy format for procurement of proposed

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 provide services as defined under Section III Detailed Scope of work 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 12 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 12 months from the date of Purchase Order.
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 received 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.
- If the bid does not confirm to the timelines indicated in the bid.
- Bidder not scoring minimum marks as mentioned in Tender

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 detailed Scope of Work of this RFP is enumerated as under.

The proposed Data migration assurance services should be scalable so as to support legacy applications, used by Bank. This would also envisage Data assurance on migrated data from legacy systems to new systems.

This is an end to end project and all the items required for conducting the proposed Data migration assurance services should be considered by the bidder, even if the same is not explicitly mentioned in this RFP document. The work will be carried out from bank's Project Management Office in Haldwani and Delhi.

The Bidder is completely responsible for the proposed Data migration assurance services to meet the scope and objectives of the RFP and all addendum & corrigendum issued thereafter. The bank assumes no responsibility for assumptions made by the Bidder. In the event the proposed solution fails to meet the SLA service levels and the scope and objectives of the RFP (and addendums), the Bidder will have to upgrade, modify or replace the strategy of services at no additional cost to the bank.

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 Data Migration Audit.

The selected bidder will be required to provide the services of professionals for auditing Migration Data for all the applications, name of few applications is given below:

S. No	Business Application	OEM
1	Core Banking Solution(CBS) and its modules like PFMS, UPI, Financial Inclusion etc.	Finacle.10.x
2	Investment Module	Finacle Treasury
3	Internet Banking	E- Banking (OCS)
4	SMS Banking / Alert System	Finacle Alert System
5	Data Archival	Nelito – Findart
6	Co-existence Testing	Testing of interface developed for the present CBS of the Bank by the application vendor M/s Nelito Systems Ltd. and proposed Finacle 10.x

The selected service provider is expected to provide resources (professional auditors) for carrying out Migration Audit. In addition to human resources, the selected bidder is expected to provide all

application software / tools required for migration audit. However, the bidder is expected to use only licensed and OEM supported migration audit tools and not any Open Source / Freeware / Shareware tools.

Following terms to be used in the document interchangeably:

‘Migration Audit’; ‘Data Assurance’

The Indicative details of services (Non-exhaustive) will involve:

5.1. Migration Audit

The Bank intends to appoint a third party auditor for providing Data Migration Assurance to ensure completeness, accuracy, consistency, integrity, stability & smooth transition of centralized CBS data from the source system (Fincraft to the target system Finacle 10.x

1. The bidder is expected to propose the migration audit strategy covering all critical aspects that is suitable to the bank considering various areas of audit requirements.
2. The Bank has entrusted M/s. Nelito Systems Ltd. for data migration from the source system to the target system and the Bidder is expected to liaison with the vendor to gain knowledge in the migration strategy, plan the migration methodology and the tool used for the migration process and is required to review the activities pointing out the deficiencies in the early stages itself to plug in the deficiencies noted.
3. The bidder should devise and share a data migration audit plan with the banking cooperating activities planned to cover the scope of audit work with the planned manpower deployed at each stage with specific timelines. The plan should incorporate, but not be limited to, the below indicative stages–
 - a) The bidder should understand & review the data migration planning by M/s Nelito Systems Ltd. for migrating data from source System to target system, including but not limited to –
 1. Data Migration Strategy & Methodology
 2. Data Migration scope
 3. Migrated Data Testing Approach
 - b) The bidder should also analyses and review the tools/queries/scripts used by M/s Nelito Systems Ltd. for extraction, data transformation & migration of data.
 - c) Review the Data mappings: The bidder is expected to understand & review the mapping of source data to target including the new fields sourced to the target system.

4. The data migration assurance is required to cover the entire CBS modules, to name a few like CBS, Investment Module, Internet Banking, Asset Module etc. and the data interchange from and to CBS system from the interfaces systems and should broadly cover the following objectives:
- a) Assurance process should cover Pre migration and post migration assurance. All programs, logics built for verification should be with use of tools so as to enable-run as per banks requirement.
 - b) To provide an assurance that 100% data for the critical fields have been properly identified and accurately and completely migrated to relevant data fields in the target system by understanding and validating the migration controls, performing independent verification of Data migrations and by performing automated tool based audit of the data. Bank expects approx.2000-2500 critical fields for 100% verification purpose.
 - c) To provide assurance that the data migration process followed by M/s Nelito Systems Ltd. has built adequate controls on Integrity of Data covering and not limited to confirmation that the data is not altered manually or electronically by a person/program and substitution or overwriting /transposition /transcription in the migrated system.
 - d) To provide assurance on Completeness of data covering and not limited to confirmation that the entire data records and fields are migrated fully to the relevant and correctly mapped target data tables in the migrated system.
 - e) Review back up procedure so as to ensure availability of data under conversion ensuring that and not limited to that the data is backed up before migration for future reference or any emergency that may arise out of data migration process.
 - f) To provide assurance on the consistency of data and ensuring that the field/data called for from the migrated environment is consistent with that of the original application/data.
 - g) To provide an assurance that the timing and sequence for converting details reviewed.
 - h) To provide an assurance that the historical data covering the entire CBS including custom modules are correctly & completely migrated into the target system.

- i) The bidder is expected to verify and review the error logs pertaining to the pre migration/migration/post migration period and must liaise with the vendor and make available to the bank a review on the root cause analysis and the actions taken.
- j) Further to the detailed analysis, the bidder is expected to identify the gaps in data migration & also covering requirements as detailed above and provide a **'Data Migration Audit Report'** stating the gaps identified in the data migration audit.
- k) Perform Recurring Gap Analysis: The bidder is expected to work with M/s Nelito Systems Ltd., the CBS Vendor entrusted with the migration activities to perform recurring gap analysis and ensure that all the gaps/discrepancies identified in the 'Migration Audit Report' are rectified by M/s Nelito Systems Ltd. The gap analysis may require to be repeated until all errors identified are closed. The bidder is expected to provide a 'Final Compliance Report' to certify the quality of data, efficiency of data migration process and stability of the data environment.
- l) The bidder is expected to carry out two-three rounds of data migration verification pre migration and one round post migration of data.
- m) The Final Compliance Report should include, but not be limited to, the following information.
 - 1. Review of Data Migration Strategy/methodology followed by M/s Nelito Systems Ltd.
 - 2. Review of Data Field Mapping performed by M/s Nelito Systems Ltd.
 - 3. Review of Data Migration Tools/ Scripts configured/developed by M/s Nelito Systems Ltd.
 - 4. Review of Data Validation Performed by M/s Nelito Systems Ltd.
 - 5. Review of logs of data migration activity and confirming as to the identified errors have been rectified by M/s Nelito Systems Ltd.
 - 6. Review of Post Data migration activities including GL balance Verification Post Migration & before GO Live. No manual verification is part of the compliance report.
- n). Final Compliance Report for a given implementation milestone needs to be submitted within 2 weeks of M/s Nelito Systems Ltd. confirming that gaps mentioned in the 'Migration Audit Report' have been corrected.

5.2. General Aspects in Scope

The Bank intends to appoint a third party auditor for providing Data Migration Assurance to ensure completeness, accuracy, consistency, integrity, stability & smooth transition of data from the source system to the target system Finacle 10.X(and other solutions).

The bidder has to provide the detailed project plan with deployment of number of resources, deployment schedule, software / tool used hardware, etc. to arrive at the number of seats required by the vendor. Bank shall not provide any hardware or software other than PCs with basic configuration / OS (Windows). It shall be the sole discretion of the Bank and the vendor shall not have any rights to claim the availability of PCs. Regarding hardware provided by the bank, any installation of software / tool or any change in the configuration should have prior approval from the bank.

In brief, the expectations from the bidder will be–

1. Understand the business requirements of application, which will allow the bidder's team to refer to the business requirements specification and explore the application-under-test (AUT). Attach these requirements to (or auto-generate) Audit cases, establishing a traceable link to the corresponding requirement definition.
2. Bidder should submit document mentioning methodology of Auditing Strategy to identify various functional modules, tools deployed, business operational environment, execution setup, timelines and acceptance criteria.
3. Bidder should be able to calculate the effort needed to spend on auditing each requirement, based on the requirement's level of business risk and available resources.
4. The bidder should also take care of the entire defect life cycle from initial problem detection through fixing the defect and verifying the fix. Therefore, no defect is overlooked or closed before it has been addressed.
5. Bidder shall provide graphs and reports that will help analyse application readiness at any point in the Auditing process. Provide graphs and reports using information about requirements coverage, planning progress, run schedules or defect statistics. Bank can make informed decisions on whether an application is ready to go live.
6. Bidder needs to prepare Audit strategy document listing the resources to be deployed, the roles and responsibilities of the Bank's team members, the execution methodology, reporting methodology, documentation deliverable.
7. Review the Audit results with the Bank. Report the results of the Audit and make recommendations to the authorities that it should be accepted.
8. The bidder is expected to use best in class industry proven safeguards that prevents the misuse of information and appropriately protect the confidentiality, integrity and availability of information systems. Follow industry standards during the whole SDLC Process.
9. Bidder should sign the Service Level Agreement (SLA) based services and SLA tracking system for maintaining operational workflow.
10. Time, being an essential feature of the contract, the selected bidder is expected to successfully complete the Audit and submit all reports as prescribed by Bank within 8 months from the date of acceptance of Purchase Order.

11. Final Compliance Report should be comprehensive to enable the bank to refer to any details at a future date in case of faults/errors or maintenance/upgradation.
12. 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 used if any.
13. 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 work to be conducted during the audit.

5.3. Proposed Solution and Approach

Bidder is expected to provide their Approach and methodology for conducting the Audit but not limited to the following

- Overall Implementation Methodology (Objectives of Phases, deliverables at each phase, etc.)
- 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 Audit.

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:

1. Successful bidder will work with business team and officials from M/s Nelito Systems Ltd. to understand detailed requirements, understand application in the scope of this project.
2. Bidder to ensure system should support the Archival Policy of the bank. Data backup shall be done as per data backup and retention policy of the Bank.
3. In the event of system breakdown or failures at any stage, protection available shall be specified which would include the following:
 - a. Diagnostic for identification
 - b. Protection of data entered
 - c. Recovery / restart facilities
 - d. Backup facilities
4. 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.

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 Majure:** Bank shall not be responsible for delays or non-performance of any or all obligations, contained in this RFP or agreement thereafter, caused by war, revolution, insurrection, civil commotion, riots, mobilizations, strikes, blockade, acts of God, Plague, epidemics or pandemics, fire, flood, obstructions of navigation by ice of Port of dispatch, acts of government or public enemy or any other event beyond the control of the bank, which directly, materially and adversely affect the performance of any or all such obligations. However, the bidder shall continue to perform its obligations as contained in this RFP and agreement thereafter.
- **Arbitration:** The Bank and the Bidder shall make every effort to resolve amicably, by direct negotiation between the respective Designated Officials of the bank and the Bidder, any disagreement or dispute arising between them under or in connection with the RFP and or contract thereafter.

If the designated official of the Bank and the Bidder are unable to resolve the dispute within -30- days from the commencement of such informal negotiations, they shall immediately escalate the dispute to their Senior Authorized 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 1 year from the date of Purchase Order.

6.2. 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.

6.3. Payment Terms and Schedule

The payment would be disbursed on completion of each milestone as mentioned in table below. The milestone based pay-out percentages are defined in the table below:

Milestone #	Deliverables	% payout
1	Submission of assurance strategy	10%
2	Submission of Data migration Process Assurance	20%
3	Completion of all migrations as finalized by Bank, and submission of assurance report.	50%
4	Post migration – submission of final compliance report	20%

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.

6.4. Service Level Agreement & Targets

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

- The scope of the RFP and any amendment done in the RFP before submission of the bid.
- The solution offered by the vendor in response to the bid.
- The SLA will be binding on the vendor for the entire period of term of contract.
- The Penalty clause shall be defined in SLA.

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 regarding this tender			
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.	Financial Details (as per audited Balance Sheets) (in Cr)			
14.	Year	2017-2018	2018-2019	2019-20
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			
Past Experience In Delivery of Projects				
21	Number of Auditors on Roll.	Self-Undertaking from Bidder		
22	Expertise in data migration tools			
23	Details about the tools	Submit relevant documents		
24	Account Details	<p>The Bidder need to submit the details of account wherein the EMD amount is to be returned if the EMD is sent through NEFT.</p> <p>The following details are to be submitted: Account Name – Account Number – IFSC Code – Bank Name - Branch Name -</p>		

7.2. Declaration for Non-Blacklisting

UNDERTAKING FOR NON- BLACKLISTED

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

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

Madam/Dear Sir,

Reg.: RFP Reference No: NTB/CIAD/MA/2021/05/010

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

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

Thanking You,

Yours faithfully,

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

7.3. Undertaking of Information Security

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

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

Madam/Sir,
Reg.: RFP Reference No: NTB/CIAD/MA/2021/05/010

We hereby undertake that the proposed hardware / software to be used for Audit 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.....by2021

Yours faithfully,

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

7.4. Undertaking by the bidder (To be included in Technical & Commercial Bid Envelope)

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

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

Madam/Sir,

Reg.: RFP Reference No: NTB/CIAD/MA/2021/05/010

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 _____ 2021.

Yours faithfully,

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

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

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

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

Madam/Sir,
Reg.: RFP Reference No: NTB/CIAD/MA/2021/05/010

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 #

7.6. Undertaking for No Deviation

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

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

Madam/Sir,
Reg.: RFP Reference No: NTB/CIAD/MA/2021/05/010

Further to our proposal dated, in response to the Request for Proposal (Bank's RFP Ref. No **NTB/CIAD/MA/2021/05/010** 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 #

7.7. Commercial Bid Format

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

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

Madam/Sir,
Reg.: RFP Reference No: NTB/CIAD/MA/2021/05/010

Further to our proposal dated, in response to the Request for Proposal (Bank's RFP Ref. No **NTB/CIAD/MA/2021/05/010** hereinafter referred to as "RFP") issued by Bank, we herewith submit the commercial bid (fees) for assignment proposed by the Bank as Auditor.

S. No.	Particulars	Total Amount (In Actual Rs.)
1.	Audit Fees	
	Grand Total	

Terms & Conditions:

- The price indicated above shall be inclusive of all charges and no separate charges shall be paid by the bank.
- 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.
- 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 term of contract
- Payment shall be done as per schedule mentioned under point 6.3 of this RFP.
- TDS as applicable shall be deducted at source.

Yours faithfully,

Authorized Signatory
Name:
Designation:
Bidder's Corporate Name
Address

7.8 NEFT Details

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

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

Madam/Sir,
Reg.: RFP Reference No: NTB/CIAD/MA/2021/05/010

Further to our proposal dated, in response to the Request for Proposal (Bank's RFP Ref. No **NTB/CIAD/MA/2021/05/010** hereinafter referred to as "RFP") issued by Bank, we herewith submit the NEFT details for sending Application Money / EMD pertaining to this RFP.
(Submit Separate details of each NEFT)

1. Account Number of Sender - Please mention the account name from which NEFT is sent pertaining to Application Money / EMD.
2. Date – Date of sending NEFT.
3. Bank Name – Name of Bank from which NEFT sent.
4. Transaction Number - Transaction / UTR number generated after sending the NEFT
5. Amount (In Rs.) – Amount of NEFT sent.

Yours faithfully,

Authorized Signatory
Name:
Designation:
Bidder's Corporate Name
Address

---End of Document---