



**Inviting Applications for Selection of Service Provider for providing HRMS and Payroll  
Management System  
on Subscription Model in  
The Nainital Bank Limited**

**Reference Number – NTB/IT/HRMS/2020/08/005**

**Issued by:**

**HRM Department, The Nainital Bank Limited, Head Office,**

**7 Oaks Building, Mallital, Nainital-263001**

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## 1. Document Control Sheet

<b>Tender Reference No.</b>	NTB/IT/HRMS/2020/08/005
<b>Name of Organization and Registered Office</b>	The Nainital Bank Limited, Regd. Office: G.B. Pant Road, Nainital-263001 [Uttarakhand]
<b>Type/Form of Contract(Work/Supply/Auction/Service/Buy/Empanelment/Sell)</b>	Service
<b>Technical Evaluation(Yes/No)</b>	Yes
<b>Tender Issuance Date</b>	11/08/2020
<b>Application Money</b>	Application money - Rs. 5000/- in the form of a Demand Draft in favour of The Nainital Bank Ltd , payable at Delhi *
<b>Coordinator</b>	Manager – Personnel Contact No- 05942- 236138, 235834 e-mail- hrm@nainitalbank.co.in
<b>Last date and place of submission of Tender response (Closing date) by Post</b>	1600 Hrs. on 26/08/2020 through Post at The Nainital Bank Limited, Head Office, 7 Oaks Building, Mallital, Nainital-263001. Uttrakhand
<b>Address for Communication</b>	Manager Personnel, HRM Department, The Nainital Bank Ltd Head Office, 7 Oaks Building, Mallital, Nainital-263001. Uttrakhand e-mail - hrm@nainitalbank.co.in

\* MSEs (Micro and Small Enterprise (MSE) are exempted from paying the application money for which the concerned enterprise needs to provide necessary documentary evidence. For MSEs Government of India provisions shall be considered while evaluating the tender.

## 2. DISCLAIMER

The sole purpose of this tender is to select Service Provider for providing HRMS and Payroll Management System on Subscription Model to The Nainital Bank Limited having its Registered Office at G.B. Pant Road, Nainital 263001 and Head Office at Seven Oaks Building, Mallital Nainital 263001 (herein after referred to as “Bank”)

The information contained in this document or information provided subsequently to the applicant/s whether verbally or in documentary form, by or on behalf of the Bank is provided to the applicant/s on the terms and conditions set out in this tender document and all other terms and conditions, subject to which such information is provided.

This is not an agreement and is not an offer or invitation to offer by the Bank to any parties, other than the applicants who are qualified to submit the closed tender (“Applicants”)(Term bidder, service provider and applicant are interchangeable in this tender document). The purpose of this tender is to provide the Applicant(s) with information to assist the formulation of their proposals. This TENDER does not claim to contain all the information, which each Applicant may require. Each Applicant should conduct its own investigations and analysis, and should check the accuracy, reliability and completeness of the information in this TENDER and wherever necessary obtain independent advice. The Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this TENDER.

The information contained in the tender is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that an Applicant may require. The Bank does not undertake to provide any Applicant with access to any additional information or to update the information in the tender document or to correct any inaccuracies therein, which may become apparent. The Bank reserves the right or discretion to change, modify, add to or alter any or all of the provisions of this tender and/or the tendering process, or to withdraw the tender, without assigning any reasons whatsoever. Such change will be intimated to all the Applicants. Any information contained in this document, will be superseded by any later written information on the same subject made available to all recipients by the Bank.

The Bank may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this tender.

The Bank reserves the right to reject any or all the expression of interest/proposals received in response to this tender at any stage without assigning any reason whatsoever. The decision of the Bank shall be final, conclusive and binding on all the parties.

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, if any, contained in this Tender 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

### 3. Introduction

The Nainital Bank Limited having its Registered Office at G.B. Pant Road, Nainital-263001 and Head Office at Seven Oaks Building, Mallital, Nainital- 263001 (hereinafter referred to as the Bank) is an Old Generation Private Sector Bank incorporated under Companies Act, 1956 (now the Companies Act, 2013). The Nainital Bank Limited is an unlisted Banking Company and Bank of Baroda holds a majority shares (98.57%) in the Bank. The Bank is a progressive and proactive business leader commanding a significant market share. The Bank is techno-savvy organization and continuously strives to have its business processes on contemporary technology platforms to keep in tune with the changing times and customer needs. All the branches of the Bank are under Centralized Banking Solutions (CBS).

### 4. Objective

The purpose of this Tender is to invite bids from vendors offering comprehensive HRMS and Payroll Management Software (**HRMS and Payroll Management Software hereafter referred as HRMS only**) on subscription model, which will support Banks HR department in its systemized approach to people management and effectively captures the HR functions into a workflow. The system shall conform to an easy-to-use interface, enable end to end HR activities to be performed in a time-effort-money saving manner.

### 5. Scope of Work and General Requirements

Through this Tender Bank intends to select an appropriate service provider for providing HRMS and Payroll Management System on Subscription Model.

The scope of work would broadly cover the following **but not limited to**:

Sl. No.	Module	Description
1.	<b>Recruitment Management &amp; Onboarding</b>	<ul style="list-style-type: none"> <li>● Create Application Form</li> <li>● Candidate Portal</li> <li>● Add, Edit or Remove Offer Letter Templates</li> <li>● Email Notification Employee Creation in the HRMS and document upload and approval</li> <li>● Employee Creation in the HRMS module</li> <li>● Appointment letter link</li> </ul>

		<ul style="list-style-type: none"> <li>● Bio Data and Service Entry form</li> <li>● Job Card Creation - Category and Cadre wise</li> <li>● Employee confirmation in the Bank's Service</li> </ul>
2.	<b>Employee Profile</b>	<ul style="list-style-type: none"> <li>● MIS related to Employee since joining in the Bank.</li> <li>● Graphical reports for Employee Analysis purpose</li> <li>● Training Record</li> <li>● Asset given to employee</li> <li>● Record of Disciplinary Proceedings from the date of Joining and Punishment awarded.</li> <li>● Record of posting and Transfer.</li> <li>● Any other Vigilance/ non vigilance matter.</li> <li>● Capturing Yearly Asset and Liability statement.</li> <li>● Excel import.</li> <li>● Capturing employee documents</li> </ul>
3.	<b>Attendance Management</b>	<ul style="list-style-type: none"> <li>● Maintenance of employee absence record i.e. Authorized and Unauthorized and reason for the same.</li> <li>● Shift Creation</li> <li>● Shift planner or scheduler for data centers.</li> <li>● Marking of Holidays, state wise.</li> <li>● Information about journey period in case of transfer, training, deputation any other official tour/ visit.</li> <li>● Regularization approval</li> </ul>
4.	<b>Leave Management</b>	<ul style="list-style-type: none"> <li>● Leave Policy creation and assignment of different policies to different cadres in the Bank.</li> <li>● All types of leave accrual at different dates automatically.</li> <li>● Leave accrual for employees on probation on pro rata basis.</li> <li>● Calendar generation.</li> <li>● Leave type creation/ leave application.</li> <li>● Approval, email approval</li> <li>● Department Leave Calendar.</li> <li>● Leave request withdrawal, edit with approval.</li> <li>● Comp off credit request if required.</li> <li>● Leave encashment maintenance.</li> <li>● Record of Maternity, paternity, education, special, and other type of leave as per Bank rule</li> </ul>
5.	<b>Payroll and Reimbursement</b>	<ul style="list-style-type: none"> <li>● Processing of Monthly salary.</li> <li>● Incorporation of annual, Stagnation increments automatically.</li> <li>● Income Tax declaration and approval</li> <li>● Automatic Income Tax calculation, deduction thereof and deposit with the Authorities.</li> <li>● Form 16 &amp; other salary reports generation</li> <li>● TDS and IT return</li> <li>● Deduction of Loan instalments</li> <li>● Arrear calculation and incorporation.</li> <li>● Holding, Stoppage, Reduction of salary in case of punishment awarded</li> </ul>

		<ul style="list-style-type: none"> <li>● Fixation on promotion from one scale to higher Grade/ Scale.</li> <li>● Leave without pay marking, salary deduction and generation of reports.</li> <li>● Payment of rent for leased accommodation.</li> <li>● LFC claims submission and reimbursement.</li> <li>● Travelling Bills reimbursement</li> <li>● Newspaper/ periodicals, petrol, canteen subsidy, other allowance reimbursement.</li> <li>● Expense claim and document uploads</li> <li>● Medical Check-up reimbursement and Medical Aid.</li> <li>● Brief case, crockery, furniture/ furnishing reimbursement and bills upload, other reimbursements.</li> </ul>
6.	<b>Loan Management</b>	<ul style="list-style-type: none"> <li>● Processing of all types of staff loans</li> <li>● Record of loan availed earlier</li> <li>● Deduction of due installment from the salary.</li> </ul>
7.	<b>Letter Management</b>	<ul style="list-style-type: none"> <li>● All kinds of letter/ reports generation and PDF download.</li> <li>● Vigilance status letter generation.</li> <li>● NOC letter generation</li> <li>● Experience Certification generation.</li> <li>● LTC Sanction</li> <li>● Transfer Request Management</li> <li>● Request for Internal Promotions</li> <li>● Staff grievance redressal mechanism</li> <li>● Other HR letters</li> </ul>
8.	<b>Dashboard</b>	<ul style="list-style-type: none"> <li>● Birthday, Anniversary Email notification of these.</li> <li>● Festival Wishes.</li> <li>● Other important events.</li> </ul>
9.	<b>Superannuation &amp; Exit</b>	<ul style="list-style-type: none"> <li>● Online resignation and approval</li> <li>● Handover and clearance</li> <li>● Notice period adjustment</li> <li>● Exit level feedback Leave records.</li> <li>● Chronological increments obtained since date of joining, vigilance clearance, loan details</li> <li>● Leave encashment and gratuity calculation and payment.</li> <li>● Last 12 months detailed salary with components.</li> <li>● Generate documents for claim of Gratuity, GLES, GSLI, Provident fund, Pension etc.</li> <li>● Record of PROVIDENT fund trust capable of maintaining PF records such as PF Balance, loan balance etc.</li> <li>● NPS related issues.</li> </ul>
10.	<b>EPRF</b>	<ul style="list-style-type: none"> <li>● Employee performance appraisal system with declaration of Final Marks on yearly basis.</li> </ul>



**Note:**

- The UI of the application should follow the Bank's laid down guidelines for branding & Image.
- All data residing in the current running HRMS systems or any other source of the BANK should be migrated into the newly implemented HRMS system.
- Data integrity and Consistency to be checked thoroughly by vendors before porting into the proposed system.
- The HRMS Solution must be web based solution and should support the latest versions of standard browser such as (but not limited to) Internet Explorer, Google Chrome, Mozilla, Opera etc. The bidder should clearly mention browsers and versions that are not supported by the solution.
- The HRMS Solution must support APIs so that the Bank's applications like Finacle CBS can be integrated with the proposed HRMS & PMS Software.
- Application should have sufficient scope for Parametrization of the rules.
- Proposed solution should have Centralized User Management, Access Control and Dashboard.
- The bidder will be responsible for hosting and managing the HRMS solution on Virtual private cloud infrastructure and providing the entire solution to the Bank on a subscription based model. Bank will not interact or have direct dealing with the CSP and it shall be the responsibility of the bidder to manage the same. While deciding the cloud infra for hosting the solution the bidder should ensure the compliance on the following points:
  - The Virtual Private Cloud infra used by the bidder for hosting HRMS applications should be hosted in Indian DC and the bank data should reside in India only.
  - The Cloud Service Provider should be from amongst the MeitY empaneled CSP (Cloud Service Provider)
  - The DR infra should reside in India in a different seismic zone
  - The Bidder needs to size the infrastructure (hardware, Operating System, Database and other related software) for the HRMS solution assuming that the solution will be accessed by 1100 end users with an increase of 10% every year.
  - The bidder has to provide application architecture along with a detailed diagram including the infrastructure setup & High level Network Diagram.
  - The bidder should comply with the Bank's IT Security policy in key concern areas relevant to the Tender
  - Data should be in encrypted format while travelling or in rest.

## 6. Project Completion and Management

**GO LIVE date of all modules of the application has to be within one month from the date of release of Purchase Order to selected bidder.**

Selected Bidder has to ensure that their activities/deliverables are completed/delivered on or before the timelines indicated in the project plan that will be agreed upon at the time of signing of agreement. Bidder have to share a road map along with the timeline of all stages involved in the project with the Bank and make sure that their team follows it strictly. If there is any deviation from defined stage/time frame, bidder shall overcome the same by involving extra resources to meet the deadline at no extra financial burden over the Bank. Getting approval from IT, Information Security Cell, HR teams of Bank are a prerequisite to proceed further for providing HRMS solution. Maintaining Issue Log Sheet (ILS), Deployment Log, Patch Release Log and other activity log files are mandatory and have to be shared on a regular basis with the Bank for smooth completion and functioning of HRMS application.

Weekly Project meetings will be held at Bank premises or over digital channels. The Bidder is required to provide a report on the following:

- Progress against the HRMS Solution
- Status of all open issues and risks
- Timelines to closed open issues

Handholding support

## 7. Process for Shortlisting of Service Provider

The proposal received in response to the Tender will be evaluated as per the criteria mentioned hereinafter

### 7.a Preliminary Eligibility Criteria and its Evaluation

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 this document. The bidder must also possess the technical knowhow and the commercial wherewithal that would be required to successfully provide the HRMS solution sought by THE NAINITAL BANK LTD. for the entire period of the contract. The closed tender must be complete in all respects and should cover the entire scope of work (as mentioned in Point No. 3 above) as stipulated in this document. The invitation to the closed tendering is open to all bidders who qualify the eligibility criteria as follows:

**PRELIMINARY ELIGIBILITY CRITERIA**

Sr. No.	Clause	Documents Required
1.	<p>The bidder should be an established company registered under the Companies Act, 1956 /2013 or LLP/ firm/ Partnership firm under Partnership Act 1932 and should have their registered office in India.</p> <p>The company/firm/LLP must be registered with appropriate authorities for all applicable statutory duties/taxes in India.</p>	<p>(a) Valid documentary proof of: Certificate of incorporation and Certificate consequent to change of name, if applicable, indicating the registered office details.</p> <p>(b) Valid documentary proof of CIN, GSTN, TAN &amp; PAN Registrations etc.</p>
2.	<p>a. The bidder's annual turnover should be at least (INR) 5 crores in each of the last three financial years (2017-18, 2018-19, 2019-20) from business in India.</p> <p>b. The bidder should have made a net profit in each of the last three financial years (2017-18, 2018-19, 2019-20)</p>	<p>a. Certified copy of Audited Financial Statements for last 3 financial years - 2017-18, 2018-19, 2019-20 also indicating turnover from business in India</p> <p>b. CA Certificate indicating net profit during last 3 financial years - 2017-18, 2018-19, 2019-20</p>
3.	<p>The Bidder should not have been blacklisted by Govt. of India /Banks /PSU /BFSI/Govt. organization in India during last 3 years prior to the date of submission of tender.</p>	<p>Self- certified declaration duly signed by authorized signatory on Bidder's letter head.</p> <p>(As per Annexure A)</p>
4.	<p>The bidder should provide declaration on its letter head that all the items as part of Scope of Work and General Requirements mentioned in Point 3 of this document are covered in totality in proposal submitted by the bidder.</p>	<p>Self-Declared Certification by bidder.</p>
5.	<p>The bidder should provide declaration on its letter head that all the items as part of Security Compliance and mentioned in Point</p>	<p>Self-Declared Certification by bidder.</p>

	14 are covered in totality in proposal submitted by the bidder.	
6.	The Bidder should provide the declaration that any of its subsidiaries or associates or holding company or companies having common directors or companies in same group promoters/management or partnership firms/ LLPs having common partners have not participated in tendering process.	Self-Declared Certification by bidder.
7.	The bidder should have minimum 3 years of experience (as on July 31, 2020) of implementing, hosting and managing proposed HRMS system in organizations having more than 1000 employees	Please provide related document/s like PO copies/ Completion Certificates from the client stating Project Start date and Project End date of the customers serviced fulfilling the mentioned criteria. Also share respective client contact details whom Bank may contact for verifying the documents submitted (if required)
8.	Bidder should have experience of implementing, hosting and managing proposed HRMS solution in at least -5- organization having more than 1000 employees	Please provide related document/s like PO copies/ Completion Certificates from the client stating Project Start date and Project End date of the customers serviced fulfilling the mentioned criteria. Also share respective client contact details whom Bank may contact for verifying the documents submitted (if required)
9.	Bidder should have experience of providing and managing HRMS solution deployed <b>on Cloud infra</b> in at least -3- organization having more than 1000 employees	Please provide related document/s like PO copies/ Completion Certificates from the client stating Project Start date and Project End date of the customers serviced fulfilling the mentioned criteria. Also share respective client contact details whom Bank may contact for verifying the documents submitted (if required)
10.	HRMS solution provided by Bidder should be deployed on a Virtual Private Cloud and the Cloud Service Provider should be from	Self-Declared Certification by bidder accompanied by document validating the declaration

	amongst the MeitY empaneled CSP (Cloud Service Provider)	
11.	The Cloud infrastructure on which HRMS solution is hosted should follow a standard development process to ensure that it meets functional, security, performance & regulatory requirements of Cert-in ,RBI, GOI and other regulatory bodies.	Self-Declared Certification by bidder accompanied by document validating the declaration
12.	Certified for ISO 27001 ,ISO 22301 and ISO 27018 and provide service assurance and effectiveness of Management compliant with ISO 2000 standard	Self-Declared Certification by bidder accompanied by document validating the declaration

## 7.b Technical Evaluation

Only those bidders who qualify all Preliminary Eligibility Criteria as mentioned above will be eligible for technical evaluation.

Technical presentation will be a part of the process for evaluation of the tender. Due to COVID-19 pandemic restriction, Technical Presentation will be conducted online

### - **Technical Presentation:**

Each Bidder who has passed the Eligibility Criteria and has been shortlisted for Technical Evaluation will be allotted a time slot (max 30 minutes) for Technical Presentation. Each bidder will be allotted a separate time slot for their presentation and the same will be communicated to the Bidders representative at its e-mail mentioned in the Annexure-B. Intimation to such eligible bidders will be given -2- days in advance. Presentation will be done through online mode; details whereof will be shared with the eligible bidders.

The technical bid will first be reviewed for determining the conformity 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 found technically compliant would only be taken up for Commercial Evaluation.

Bidder is required to submit all the supporting documents as per the criteria mentioned in the tender. Bank reserves the right to summarily reject any tender which does not

contain all the mandatory supporting documents or may ask the bidder to resubmit document/s. The decision of the Bank will be final and binding in this regard.

Bidders are required to comply with all the Technical Specifications as mentioned in tender and 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 will be binding. Representations, if any, from disqualified bidders will not be entertained. THE NAINITAL BANK LTD. will not respond to any query raised by bidders seeking reason/s for rejection of the tender.

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: -

S.no	Evaluation Parameters/Credentials and documents required	<b>Credentials for awarding score</b> <b>(It should be clearly understood that in case of ambiguity or lack of clarity in the documents submitted, the decision of the Bank will be final for awarding the marks against each of the specified items.)</b>	Max Marks			
1.	The bidder should have a minimum 3 years of experience (as on July 31, 2020) of hosting and managing HRMS systems in organizations having more than 1000 employees.	<p>The marks to be awarded as per the credentials submitted in respect of clients serviced in India:</p> <table border="1" data-bbox="799 1339 1278 1630"> <tr> <td data-bbox="799 1339 1278 1406">20 Marks for 5 years and above</td> </tr> <tr> <td data-bbox="799 1406 1278 1518">15 Marks for less than 5 years and more than or equal to 4 years</td> </tr> <tr> <td data-bbox="799 1518 1278 1630">10 Marks for less than 4 years and more than or equal to 3 years</td> </tr> </table> <p>Please provide related document/s like PO copies/ Completion Certificates from the client stating Project Start date and Project End date of the customers serviced fulfilling the mentioned criteria. Also share respective client contact details whom the Bank may contact for</p>	20 Marks for 5 years and above	15 Marks for less than 5 years and more than or equal to 4 years	10 Marks for less than 4 years and more than or equal to 3 years	20
20 Marks for 5 years and above						
15 Marks for less than 5 years and more than or equal to 4 years						
10 Marks for less than 4 years and more than or equal to 3 years						

2.	<p>No. of organization where the bidder has is managing HRMS in India for organization with an employee base of minimum 1000 persons during the last three financial years i.e. FY 2017-18, FY 2018-19 and FY 2019-20</p> <p>-2- additional marks if the organization belongs to BFSI (up to Max marks 10)</p>	<p>verifying the documents submitted (if required).</p> <p>The marks to be awarded as per the credentials submitted in respect of number of organization serviced with an employee base of minimum 1000 persons:</p> <p>5 Mark(s) for 5 organization</p> <p>7 mark(s) for &gt;5 and &lt; 9 organization</p> <p>10 mark(s) for &gt;8</p> <p>Please provide related document/s like PO copies/ Completion Certificates of the customers serviced fulfilling the mentioned criteria. Also share respective client contact details whom the Bank may contact for verifying the documents submitted (if required).</p>	10 + 10
3.	<p>Capability Maturity Model for software (SEI-CMM) level 5 Certifications.</p>	<p>2 Marks (SEI-CMM) level 1 / 2 / 3 5 Marks (SEI-CMM) level 4 10 Marks (SEI-CMM) level 5</p> <p>(Latest audit surveillance report of ISO certification (SEI-CMM) level 5 Certifications to be submitted.)</p>	10
4.	<p>No. of organization with employee base of 1000 employee where the bidder is managing HRMS solution deployed on Cloud infra</p>	<p>The marks to be awarded as per the credentials submitted in respect of number of organization where solution is deployed on cloud having an employee base of minimum 1000 persons:</p> <p>5 Mark(s) for 5 organization</p> <p>7 mark(s) for &gt;5 and &lt; 9 organization</p>	10

		10 mark(s) for >8	
<b><u>Technical Presentation</u></b>			
5.	Bidders understanding of the project and Scope of Work	10 marks	40
	Bidder's technical presentation showcasing Solution Description, Functionality, Architecture & Deployment model including Security .	10 marks	
	Clarifications / Answers given to the Bid Evaluation Committee during the Presentation	10 marks	
	Support Pre and Post Implementation Support System / User grievances Timeline for successful deployment	10 marks	
	<b>Total Marks</b>	<b>100</b>	

**Important Notes:**

- a) Terms – Applicant, Bidder, Service Provider [SP] and Vendor are used interchangeably and denote to Service Provider only.
- b) Term – Bid/RFP/Tender are used interchangeably and denote to Closed Tender only.
- c) The bidder is required to provide documentary evidence/s for each of the above criteria.
- d) The Bank may verify the credentials submitted with the respective issuer and understand the credentials claimed for the purpose of evaluation and awarding marks
- e) The bidder will be required to submit appropriate credentials [other than self-certification] in respect of each of the items wherever applicable.
- f) The technical score will be allotted by the Bank to each bidder against each section based on documents/ certification submitted and the decision of the bank shall be considered final and binding.

**Method to calculate Scoring -**

The bidder scoring the maximum score in the technical scoring shall be allocated T score of 100.



T score of other bidders will be calculated as under: -

**T score of current bidder = (Total of current bidder × 100) /Maximum Total** where Maximum Total is the score allotted to the highest scoring bidder

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

For Example: -

Bidder	Total of Current Bidder	Maximum Total	T score of current bidder = (Total of current bidder × 100) /Maximum Total)
A	80	80	100
B	60	80	(60*100/80)=75.00
C	70	80	(70*100/80)=87.50
D	61	80	(61*100/80)=76.25

**IMPORTANT: Score will be considered up to two decimal places. Only the Bidder/s scoring T of 70% and above shall be considered as technically qualified and will be further eligible for Commercial evaluation. Commercial bid will not be opened for technically dis-qualified bidder/s.**

### 7.c Evaluation of Commercial Bids

Commercial bids (as per Annexure-C) submitted by bidders, who have qualified both Preliminary Eligibility Criteria and Technical evaluation, will be eligible for further evaluation.

The Commercial Bids of only those Bidders shortlisted after evaluation of Technical Bids by the Bank, will be opened and evaluated by the Banks' Vendor Selection Committee.

The bidder with the lowest Total cost will be allocated a L score of 100. The L score for other bidders will be calculated on the following basis:

**L score of current bidder = (Cost of Lowest Cost bidder × 100) / Cost of Current bidder**

Example:-

Bidder	Cost of current bidder	Cost of Lowest Cost bidder	L Score
A	60	60	100
B	80	60	(60*100/80)=75.00
C	70	60	(60*100/70)=85.71

D	85	60	$(60*100/81)=70.58$
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L Score will be considered up to two decimal places.

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

Bidders quoting incredibly low or unrealistic high cost of items leading to unrealistic total value with a view to subverting the Tender process shall be rejected straight away by the Bank. 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.

#### 7.d Final Bid Evaluation (Techno Commercial Bid):

The evaluation of the Tender is based on QCBS (Quality and Cost Based Selection).

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 (TC) score based on the below mentioned formula:

$$TC = T*0.7 + L*0.3$$

Bidders will be ranked on basis of their Final Techno Commercial (TC) Score 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 bids by the Bank. During the evaluation, if the Bank finds that the detailed bid is not in order or not complete, the Bank will treat such bid as non-viable and the same will be rejected. 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 its bid, at any stage after the submission of the bid or till the final evaluation or declaration of the final selected bidder, it will be declared a Defaulting Bidder and the Bank would have an absolute right/ authority to blacklist such bidder for next five years from participating in any of the RFP/tender of THE NAINITAL BANK LTD. In such a situation the tender process will be continued with the remaining bidders as per their ranking/ evaluation.

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.

## 8. Submission of Bids and Documents Comprising the Bids

The bidders will have to submit the eligibility, technical and commercial offers/bids only through post and should be delivered to the Bank Head Office at Nainital on or before tender submission date and time as per the details in the control sheet hitherto mentioned.

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

### 8.a 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-Envelope-1**”)

- i. Bid Submission Cover Letter
- ii. Bidder’s Profile (as per Annexure - B)
- iii. Response to Preliminary Eligibility Criteria as per point 5(a) of this document which should contain all the supporting documents required in the preliminary eligibility criteria
- iv. Letter from Company Authorized Signatory nominating the Company Official as an authorized signatory to sign and present the documents for the purpose of this Tender.
- v. Application Money for Rs. 5000/- in the form of a Demand Draft in favour of ‘The Nainital Bank Ltd’ payable at Delhi.

### 8.b. Envelope 2 - Technical Bid envelope

The Technical Proposal shall include details such as all the Solution Components, Proposed Architecture, Technologies used, service delivery methodology, monitoring mechanism, Incident management process, Software Security, Security related compliance for hosting on Cloud etc. used as part of the solution.

The Technical Bid, shall comprise of the following: (The envelope should be marked as “**Technical bid Envelope-2**”)

- i. Technical Bid Letter
- ii. Bidder Solution, Methodology and Project Plan
- iii. Cyber /information Security as per point 2(b) of this document.
- iv. Technical Eligibility Criteria Compliance with Supporting documents as required in technical score sheet
- v. All documents including Power point presentation in CD/DVD.

### 8.c 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 Envelope-3**”)

- i. **Commercial Bid Letter**
- ii. **Commercial Bid-** A standard format for submission of commercial bids (As per Annexure - C) has been provided with the Tender document which is to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their commercial bids in the format provided and submission in any other format will lead to rejection of the bid. All documents should be signed and stamped by the authorized person on behalf of the bidder.

**Note –**

- The offer may not be evaluated and can be rejected by the Bank in case of non-adherence to the format or partial submission of information as per the format given in the Tender document. The Bank shall not allow/permit changes in technical specifications once the bid is submitted. Failure to submit the required information along with the Technical Offer could result in disqualification of the offer. It should be distinctly understood that in case of ambiguity or lack of clarity in the documents submitted by the bidder/s towards scoring criteria, the decision of the Bank will be final and binding for awarding the marks against each of the specified items. Hence, it is imperative that the bidder should submit all the documents like POs/ letters from other Banks with clarity of the services rendered. Further, the Bank is not under any obligation to seek clarification/s from the bidder in this regard and will proceed for evaluation on the basis of the documents submitted.

## **9. Last Date of tender submission:**

The last date of tender submission shall be 1600 Hrs. on 26/08/2020 through Post at The Nainital Bank Limited, Head Office, 7 Oaks Building, Mallital, Nainital-263001 Uttarakhand. Any tender received after the date and time mentioned hereinabove shall summarily be rejected.

## **10. Language of Bid:**

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

## **11. Data Migration and Interfacing**

It will be the responsibility of the successful bidder to ensure that all the data residing in the current running HR module, Payroll module (part of existing CBS) of the Bank or available in any other source, whatsoever, should be migrated into the newly implemented HRMS system. As Bank is in process of migrating its existing CBS system

to Finacle 10.x, the new HRMS system must have the capability/ compatibility of interfacing with Finacle CBS software.

Data integrity and Consistency should be checked thoroughly by vendors before integration/ migration into the new HRMS system.

## 12. Obsolescence

The proposed product should not be under “End of Life /Support” for the next five (5) years from the date of Purchase Order and the bidder will ensure that the stipulated Support and maintenance facilities on the software will be available for a minimum period of five (5) years. Bidder shall provide upgrade patches/releases to keep the software free from obsolescence risk. In case the service provider upgrades its software/platform then in that case, cost for such upgradation will not be passed on to the Bank and the Bank will continue to make the payment based on the agreed subscription price.

## 13. Service Level Agreement (SLA)

Bank expects that the successful Vendor to adhere to the following minimum Service Levels:

- Any fault/ issue/ defect failure intimated by the Bank through any mode of communication like call/e-mail/fax etc. are to be acted upon, so as to adhere to the service levels. Business/ Service Downtime and Deterioration shall be the key considerations for determining “Penalties” that would be levied on the Successful Vendor.
- For monitoring, Dashboard should be available to Bank’s HR Dept to follow up on open tickets generated by the Bank’s officials
- The Vendor should have a monitoring, escalation and resolution infrastructure.
- Planned downtime should be timely intimated to the Bank.
- Time bound problem addressing team (onsite/offsite) for the complete contract period.
- Vendor to arrange for any updation which is required in the system to meet the changes suggested by RBI/ Govt. of India/ regulatory authorities towards compliance at no extra cost to bank for the entire contract period. Any delay in meeting the timelines would result in penalty.

The penalty will be calculated as per the details given below.

**Uptime percentage** - 100% less Downtime Percentage

**Downtime percentage** - Unavailable Time divided by Total Available Time, calculated on a monthly basis.

**Total Available Time** – 24 hrs per day for seven days a week excluding planned downtime

**Unavailable Time** - Time involved while the solution is inoperative or operates inconsistently or erratically.

Uptime Percentage (A)	Penalty Details
A >= 99.5%	No Penalty
A < 99.5 % & A >= 95%	10% of cost of Monthly Subscription charges
A < 95 % & A >= 90%	25% of cost of Monthly Subscription charges
A < 90%	No Payment. 100 % penalty on monthly Subscription
Continuous unavailability of Services for more than -24- hrs in one span from reporting time will impose penalty	50% of cost of Monthly Subscription charges And 100% of cost of Monthly Subscription charges if the issue is not resolved within -48- hrs from reporting time

## 14. Warranty & Support

- a) The service provider shall submit a list of support center addresses, contact person & the resolution/response matrix, reaching up to the top management to address any issue that cannot be resolved by its identified project representative. An “Issue” will be considered as “Resolved” only by the Bank’s concerned team and Bank’s decision on the categorization / status of the issue is final.
- b) Upon receipt of notice of issue/error, the Bidder/vendor shall, within the **Service Level Agreement (SLA)** that are agreed upon, fix the issue/error thereof, without cost to the Bank.
- c) If the Bidder having been notified fails to fix the defect(s) within the period specified in the agreement, Bank may proceed to take such remedial action as may be necessary, at the Bidder’s risk and expense and without prejudice to any other rights, which Bank may have against the Bidder under and in accordance with the Contract.

## 15. Training

The Vendor is required to provide training to the Bank’s Team for managing the day to day operations in the proposed solution. Training schedule and structure will be discussed with the shortlisted vendor at the time of signing of agreement.

## 16. Security Compliance

- a) The Solution should follow a standard development process to ensure that it meets functional, security, performance & regulatory requirements of the Bank, RBI, GOI and other regulatory authority etc.
- b) It is the policy of the Bank to conduct an internal and external IS audit on all the applications. Vendor has to comply with the security standards laid down by our IT & IS policy. The policy guidelines in this regard can be shared for further clarity and conformity, if required. If there are audit objections/gaps in the security regime, the same shall be fixed by the successful bidder at a reasonable timeframe during the Warranty period at no additional commercials.
- c) The service provider has to submit an acceptance/undertaking along with the delivered items, signed by the authorized person, certifying that all the components/software used in the proposal are required for the functioning of the system. If any open source software (OSS) is proposed by the bidder as part of the solution, the bidder should provide the details of such software and also undertake to indemnify the Bank for any damages/cost incurred by the Bank by virtue of using such software.
- d) Service Provider should ensure that the data shared by the Bank or formulated through any information shared by the Bank should be residing within India. Data should only be accessed by entities authorized by the Bank.
- e) Bank shall retain ownership of any user created/loaded data and application hosted on Service Provider's infrastructure and maintain the right to request (or should be able to retrieve) full copies of these at any time.
- f) Service Provider should have a comprehensive data loss/leakage prevention strategy to safeguard sensitive (including confidential) data/information. This shall include protecting data processed in end point devices, data in transmission, as well as data stored in servers, cloud infra and other digital stores, whether online or offline.
- g) The service provider has to take responsibility for information handling, which is a critical part of the business. Failure to perform to agreed service levels can impact not only confidentiality but also severely affect business operations.
- h) Bidder will be required to put in place systems and processes to identify, track, manage and monitor the status of patches to Operating Systems/Database /Applications/ Middleware etc.
- i) Bidder must ensure that data is encrypted, both in transit and at rest.
- j) **Security Incident Management:** A robust incident management process needs to be in place to maintain the capability to manage incidents, to enable containment of exposures and to achieve recovery within a specified time period.
- k) All the Security Standard should be adhered by the Bidder in the proposed HRMS solution as well as in all the upgraded version in future.
- l) The Proposed Software security features should be compliant to OWASP top 10 Vulnerabilities.
- m) The application should conform to Open Web Application Security project guidelines on web application security, including protection against SQL injection, cross-site scripting, data validation for special characters etc.

- n) Application should meet the requirements for zoning security, and prevent direct access from the user interface layers to the database layers. The application needs to follow a multi-tier deployment model to achieve this.
- o) Application needs to have well defined APIs and application needs to ensure that only authorized application can invoke such APIs.
- p) The application must have extensive audits to log all transactions and important non transactional activities. The application needs to implement a maker-checker principle for activities like important business parameter updates.
- q) Bidder will be responsible for implementation of all critical & non critical patches including security patches, databases, network devices etc. released by OEM/ CERT-IN/IB-CART etc.
- r) Bidder/ Cloud service provider has to share a risk assessment report.
- s) Boundary defences should be multi-layered with properly configured firewalls, proxies, DMZ perimeter networks, and network-based IPS and IDS. Mechanism to filter both inbound and outbound traffic to be put in place.
- t) Bidder has to provide 2 successful DR Drill per annum where every Drill will maximum exceed up to one month.
- u) Bidder has to comply with the Bank's RTO/RPO requirement and retention policy.
- v) The proposed solution version should have been assessed for Vulnerability and penetration tested performed. Bidder have to provide an audit Certificate.
- w) Bidder/Service Provider should provide the right to audit as similar to what the Bank is having with other shared data centers in India. Bank must have "Rights to Audit" the SP's compliance with the agreement including rights of access to the SP's premises where relevant records and Bank's data is being held. It also includes audit rights for the Bank or its appointed auditor (nominee) or regulators as an integral clause in the service agreement.
- x) Bidder/SP ensure to perform regular backup and recovery tests to assure that logical segregation and controls are effective.
- y) Bidder/SP ensure to provide Forensic Investigation Support as and when required by the Bank.
- z) In view of operational security concerns like BCP, DRP, SLA etc., bidder need to submit various reports as required by the bank, time to time for internal or regulatory reporting purposes.
- aa) Bidder/SP to ensure the following requirements are met
- bb) Compliance with Information Security of the Bank as applicable on relevant aspects
- cc) Protection mechanism (physical and logical) SP has in place for the actual hardware where Bank's data will be stored on.
- dd) Incident management, business continuity and disaster recovery policies, and processes and procedures of service provider (SP) and should include reviews of collocation and back-up facilities.

## **17. Term, Termination and Exit Management:**

### **17. a Term:**

The term of the agreement which will be entered by the Bank with a successful bidder will be initially for a period of -3- years (initial term) and can be renewed



subsequently for a period of -2- yrs. (extended term) on mutually agreeable terms, however not automatically. The rates quoted shall remain the same for the initial period -3- years.

### **17.b Termination:**

Without prejudice to any other remedy for breach of contract, Bank by written notice of default of 3 months (notice period), unless different notice period specified, sent to bidder may terminate the contract in whole or in part,

- a) If in the opinion of the Bank its interest is jeopardized in any manner whatsoever due to its relationship with the successful Bidder by giving a written notice;
- b) If the Bank is informed or it comes to its attention, that the successful bidder is or may be in violation of any Applicable Laws or regulations, without any notice.
- c) immediately upon the liquidation, bankruptcy, or insolvency of the successful bidder without notice.
- d) appointment of any trustee, receiver or liquidator for substantially all of the assets of the business of the successful bidder provided that such trustee, receiver or liquidator is not discharged within sixty (60) days of appointment;
- e) attachment, securitization, execution or seizure of substantially all of the assets of the successful bidder provided that such attachment, securitization, execution or seizure is not discharged within sixty (60) days from the institution thereof;
- f) Upon a material breach by a successful bidder of any of the terms or conditions of this Agreement the Bank may terminate this Agreement upon written notice if such breach is not rectified within thirty (30) days from the date of receipt of notice of such breach from the customer describing such breach.
- g) If the successful bidder fails to perform obligation(s) under the Contract.
- h) If the successful bidder in the Judgment of Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- i) In the event Bank terminates the Contract in whole or in part, Bank may procure similar services, upon such terms and in such manner as it deems appropriate and the successful bidder shall be liable to Bank for any excess costs for such similar services. However, the successful bidder shall continue performance of the Contract to the extent as governed by the exit management clause herein this tender document.

### **17.c Exit Management:**

This clause will come into force at completion of the term of the agreement. However, In case of termination and completion of term of the agreement, the following points will have to be followed before final termination of services:

- a) 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.
- b) The Service Provider in consultation with the Bank, shall be responsible for preparation of the Exit Management Plan and carrying out the exit management / transition related activities.

- c) The Service Provider shall provide the Bank or its nominated agency with a recommended exit management plan ("Exit Management Plan") or transition plan indicating the nature and scope of the underlying transitioning services. The Exit Management Plan shall deal with the following aspects of the exit management in relation to the Agreement as a whole or the particular service of the Agreement:
  - i. Transition of data from existing solution to new solution
  - ii. Migration from the incumbent Service Provider's environment to the new environment
- d) The 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 Bank's solution in the new environment. The format of the data transmitted from the current service provider's solution to the new environment identified by the Bank should leverage standard data formats whenever possible to ease and enhance portability. The format shall be finalized in consultation with the Bank.
- e) The 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.
- f) The Service Provider shall transfer 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.
- g) The 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, etc.
  - e. Briefing sessions on the managed services, the way these are deployed on Cloud and integrated
- h) The Service Provider shall transfer/ share know-how relating to operation and maintenance of the solution, software etc.
- i) 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.
- j) Bank will not pay anything for the migration of services and data to its nominated agency except the charges applicable for the subscription charges for the period during migration.
- k) Post successful migration of services and data to the Bank's duly nominated agency, the existing service provider will provide a duly signed certificate that the entire Bank's data has been deleted from its systems and it is not in possession of any data and information pertaining to the 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.
- l) Post sign-off provided by the 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.

## **18. Version Control**

The proposed Version of HRMS solution by the bidder should have all features /services mentioned under Scope (Point No 3) of this document. Bidder should inform the Bank in advance, as and when there is a scheduled version upgradation along with the proposed features

## **19. Notification of Award**

The acceptance of a bid, subject to agreements, technical compliance, commercial considerations & compliance with all the terms and conditions mentioned in this tender will be communicated in writing by means of placing of order at the address supplied by the vendor in the tender response. Hence any change of address of the vendor, should therefore be timely and promptly notified to us. The Bank will not have any liability to inform the bidders who have not been selected and only successful bidder will be intimated. Further, Bank shall not be under any obligation to inform the unsuccessful bidder the reason for its non-selection.

## **20. Award of Contract:**

There will be only one vendor. When the Bank notifies to the successful Bidder that its bid has been accepted, the Bank will send the Bidder the Proforma of Contract. Within 30 days of receipt of the Proforma of Contract, the successful Bidder shall sign and date the Contract and return it to the Bank.

Keeping in view the project commitment, The Nainital Bank Ltd. reserves the right to ask the vendor to add new features/ process or modify the existing solution to take care of the service delivery for matching the project requirements as and when required. Vendor has to agree for honoring all tender conditions and adherence to all aspects of fair trade practices in executing the purchase orders placed by THE NAINITAL BANK LTD.

## **21. Agreements**

The selected bidder will have to execute a Master Service Agreement (including SLA) and Non-Disclosure Agreement with the Bank before commencement of HRMS solution.

## **22. Right to Reject Applications**

Bank reserves the absolute and unconditional right to reject the bids if these are not in accordance with terms and conditions and no correspondence shall be entertained by the Bank in the matter. The bid is liable to be rejected if it is not in conformity with the

instructions mentioned in this document and if it is received through any mode other than the prescribed mode.

### **23. Indemnity**

The successful bidder shall exercise reasonable skill, care and diligence and keep Bank indemnified in respect of any loss, damage or claim howsoever arising out of or related to breach of contract, statutory duty or negligence by the selected bidder or its staff, agents or permitted subcontractors in relation to the performance or otherwise of the services under the contract. The Indemnity clause will be part of the Master Service Agreement executed before release of PO.

### **24. Payment Terms**

Billing will be done on a monthly basis and will be paid on Quarterly basis by the Bank, after deducting appropriate penalty, if any as per SLA.

### **25. 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. However, should there be a change in the applicable taxes, the same may apply.

### **26. Governing Law and Resolution of Disputes**

The Bid and the subsequent contract with the selected bidder shall be governed in accordance with the Laws of India. All disputes and differences of any kind, whatsoever, between the bidder and the Bank, arising out of or in relation to the construction, meaning, operation or effect of the contract, shall be settled amicably by both Bank and the bidder. If after thirty days from the commencement of such informal negotiations, Bank and the bidder are unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration subject to the exclusive jurisdiction of courts in Nainital (Uttarakhand).

### **27. Force Majeure**

Bank shall not be responsible for delays or non-performance of any or all obligations, contained in this tender document 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 tender document and agreement thereafter.

## 28. Confidentiality

This document contains information confidential and proprietary to the Bank. Additionally, the bidders will be exposed by virtue of the contracted activities to the internal business information of the Bank. Disclosures of receipt of this Application/tender document or any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the bidders, premature termination of the contract, and/or legal action against the bidders for breach of trust.

The bidder (and his employees) shall not, unless the Bank gives permission in writing, disclose any part or whole of this tender document, of the proposal and/or contract, or any specification, plan, drawing, pattern, sample or information furnished by the Bank (including the users), in connection therewith to any person other than a person employed by the bidder in the performance of the tender and/or contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. The employees or the third party engaged by the bidder will maintain strict confidentiality.

## 29. Terms and Conditions

- Bank will not accept any deviations from the terms and conditions specified in this document. Deviations could result in disqualification of the bid submitted by the bidder at the discretion of the Bank. Any right to deviations which may be given shall be vested with the Bank.
- All the licenses, registrations, approvals, sanctions, authorizations issued by any governmental, semi-governmental, statutory/regulatory bodies/authorities are in force and will remain in force during the currency of the arrangement to be entered into between the parties.
- The Bidder shall bear all the costs whether associated, incidental or ancillary, with the preparation and submission of their bid.
- Bidder should submit the bid strictly as per this document failing which bid will be rejected as non-responsive.
- At any time prior to submission of bids, the Bank may (for any reason) modify the Tender Documents through amendments at its sole discretion. In order to provide prospective Bidders a reasonable time to take the amendment if any, into account in preparing their bid, the Bank may, at its discretion, extend the deadline for submission of bids.
- Bids once submitted will be treated as final and no further correspondence will be entertained about it.
- Any effort by a bidder to influence the Bank in evaluation of the bid, its comparison or contract award decision may result in the rejection of the bid. Bank's decision will be final and without prejudice and will also be binding on all parties.

- No Bidder shall contact the Bank on any matter relating to its Bid, once technical evaluation is over.
  - In case any information furnished during the bidding process is found to be incorrect, Bank will not only be summarily rejecting the current bid but the company itself may be blacklisted from any future engagement/bidding with the Bank.
  - The original and all copies of the Bid shall be typed and shall be signed by a person or persons duly authorized to bind the bidder to the contract.
  - Decision as to any arithmetical error manifest or otherwise in response to bid document shall be decided at the sole discretion of the Bank and shall be binding on the bidder. Any decision of the Bank in this regard shall be final, conclusive and binding on the Bidder.
  - If there is a discrepancy between words and figures, the amount in words shall prevail.
  - The Bank may waive any minor defect or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.
  - The bidder shall bear all costs and expenses associated with the preparation and submission of its Bid and the Bank shall in no case be held responsible or liable for these costs, regardless to the process, conduct or outcome of the bidding exercise.
  - The Bank reserves the right for inclusion of any corrigendum and addendum to this entire Bid process, at its sole discretion The Bidders shall not claim as a right for requiring the Bank to do the aforesaid.
  - With prior written and reasonable notice of minimum fifteen days, Service Provider will allow the Bank (including any of the Bank's Auditor, RBI Officials) to conduct an audit of the Service Provider's Facilities and related records & documents.
  - Bank in no case will disclose the marks to the bidding entity.
  - The Bank reserves the right or discretion to change, modify, add to or alter any or all of the provisions of this tender and/or the tendering process, or to withdraw the tender, without assigning any reasons whatsoever
  - If Multiple bids are submitted by the same vendor, then in such event all the bids of that vendor shall be rejected.
- Once the bid is submitted by the Bidder then no modification will be allowed at any later stage.

### **30. Correspondence With Bank**

All communications in respect of this bid shall be addressed to:

Manager-Personnel  
 HRM Department,  
 The Nainital Bank Limited,  
 Seven Oaks Building, Mallital, Nainital-263001  
 Tel - 05942 236138, 235834  
 Email- [hrm@nainitalbank.co.in](mailto:hrm@nainitalbank.co.in)

## Annexure - A (Undertaking of Non-Blacklisting of Entity/bidder)

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

Dated:

Place:

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

Sir,

Reg.: Tender Reference No: NTB/IT/HRMS/2020/08/005

We M/s

\_\_\_\_\_ ,  
a company incorporated under the Companies Act, 1956/ 2013 or LLP/ firm/  
Partnership firm under Partnership Act 1932 having its registered office / principal  
place of business at \_\_\_\_\_ ,

do hereby confirm that we have not been blacklisted/ debarred by the Statutory,  
Regulatory or Government Authorities or Public Sector Undertakings (PSUs), Public  
Sector Banks (PSBs) or Private Banks or Financial Institutions in India during last 3  
years, whatsoever.

This declaration is being submitted and is 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: \_\_\_\_\_

## Annexure B - (Bidder Profile)

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

Sr.	Particulars	Details
1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Status of the Company (Public Ltd/ Pvt. Ltd)/Firm/LLP	
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) CIN	
	c) TAN	
8.	a) Name & Designation of the Authorized Contact Person to whom all references will be made  Correspondence shall be made regarding this Tender	
	b) Telephone No. (with STD Code)	
	c) Landline Number	
	d) Mobile Number	
	e) E-Mail of the contact person:	
9.	Website	
10.	Any accreditations / Certifications (e.g. CMM, ISO etc.)	



11. Previous experience in implementation of HRMS	S.no	Name of the customer	Total no. of users	
	1.			
	2.			
	3.			
	4.			
	5.			
12.	Financial Details (as per audited Balance Sheet) (Rs. in Cr)			
	Financial Year	2017-18	2018-19	2019-20
	a) Net Worth			
	b) Turn Over (Total)			
	c) Turn Over (from Indian Operations)			
	d) Profit After Tax (PAT)			
	e) Net Profit			

Signature of Authorized Signatory

Name of Signatory: \_\_\_\_\_

Designation: \_\_\_\_\_

Seal of Company: \_\_\_\_\_

## Annexure C - (Commercial Bid Format)

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

Sl. No.	Description	Rate (in INR excl. of taxes)	Total Cost for -3- yrs for 1000 employees *
1	One Time Cost (OTC) for service, configuration, customization, implementation, integration of HRMS Solution in Cloud Solution.		
2	Subscription cost per employee/ per month		
	<b>Total Project Cost *</b>		

**\*Project Cost:** Project cost is computed taking into consideration 1000 employees and period for calculation is considered to -3- years. The Project cost is computed for arriving at the total cost of the project for evaluation purposes. However, bank will pay as per actual no of employee on roll @ Subscription cost per employee/ per month

Billing will be done as per the actual no of employees on roll for the billing month.

No additional cost will be paid by the Bank during the contract period, other than the above quoted cost, towards version upgradation or introducing new service /features or sub modules. However, for any new requirement during the contract period, the commercial will be discussed separately.

The above subscription cost per employee / per month shall remain fixed during the agreement period of -3- yrs.

Signature of Authorized Signatory

Name of Signatory: \_\_\_\_\_

Designation: \_\_\_\_\_

Seal of Company: \_\_\_\_\_

## **Annexure D – (Compliance Requirement)**

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

<b><u>Cloud Service Provider</u></b>	<b><u>Data Center &amp; DR Location</u></b>	<b><u>Audit Status</u></b>	<b><u>Empanelment Validity</u></b>

Signature of Authorized Signatory

Name of Signatory: \_\_\_\_\_

Designation: \_\_\_\_\_

Seal of Company: \_\_\_\_\_