



ODISHA GRAMYA BANK

Information Technology Department

Head Office, Gandamunda, P.O. Khandagiri, Bhubaneswar-30

RFP Ref No. OGB/RFP/ITD/CBS/01/2018-19 dated 5th March 2019

REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF SYSTEM INTEGRATOR FOR MAINTENANCE OF FINACLE CORE BANKING SOLUTION, ALLIED APPLICATIONS AND DELIVERY CHANNELS

Disclaimer

The information contained in this Request for Proposal (RFP) document or information provided subsequently to Bidder or applicants whether verbally or in documentary form by or on behalf of Odisha Gramya Bank (OGB), is provided to the Bidder on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by OGB to any parties other than the applicants who are qualified to submit the Bids ("Bidders"). The purpose of this RFP document is to provide Bidder with information to assist the formulation of their Proposals. This RFP document does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice. OGB makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP document. OGB may at its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

Note: Bids will be opened in the presence of the representatives who are authorised by the bidders to attend the bid opening meeting.

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Checklist

The following items must be checked before the Bid is submitted:

1. Demand Draft / Pay Order Rs.50,000.00 (Rupees Fifty Thousand Only) towards cost of Bid document in Envelope –‘A’
2. Bank Guarantee of INR 30,00,000/-(Rupee Thirty Lakhs only) towards Bid Security in Envelope –‘A’ Earnest Money Deposit (EMD)
3. Eligibility Criteria, Technical and Commercial Bids are prepared in accordance with the RFP document.
4. Envelope ‘A’- Eligibility Criteria Response.
5. Envelope ‘B’- Technical Bid.
6. Envelope ‘C’- Commercial Bid.
7. All the pages of Eligibility Criteria Response, Technical Bid and Commercial Bid are duly sealed and signed by the authorized signatory.
8. RFP document duly sealed and signed by the authorized signatory on each page is enclosed in Envelope – ‘A’, ‘B’, ‘C’.
9. Prices are quoted in Indian Rupees (INR).
10. All relevant certifications, audit reports, etc. are enclosed to support claims made in the Bid in relevant Envelopes.

All the pages of documents submitted as part of Bid are duly sealed and signed by the authorized signatory.

Abbreviations and Acronyms

The following abbreviations and acronyms defined in this RFP are as under

| | |
|-----|---------------------------------|
| OGB | Odisha Gramya Bank |
| ATM | Automated Teller Machine |
| BG | Bank Guarantee |
| DC | Data Centre |
| DRC | Disaster Recovery Centre |
| EMD | Earnest Money Deposit |
| IPR | Intellectual Property Rights |
| OEM | Original Equipment Manufacturer |
| RFP | Request for Proposal |
| PBG | Performance Bank Guarantee |
| SLA | Service Level Agreement |

Section 1 - Bid Schedule and Address

| S.No | Description of Information/ Requirement | Information / Requirement |
|------|---|--|
| 1. | Tender Reference Number | OGB/RFP/ITD/CBS/01/2018-19 |
| 2. | Date of Issue of RFP | 05 th March 2019 |
| 3. | Last date for receipt of queries, if any. | 12 th March 2019, 17:00 hours |
| 4. | Pre Bid Meeting | 14 th March 2019, 11:00 hours |
| 5. | Bid Submission Mode. | Through manual Tendering process |
| 6. | Last Date and Time for submission of bids along with supporting documents through the above | 15 th April 2019 on or before 17:00 hours at the Bank's Information Technology Department, Head Office, Bhubaneswar. (Should be submitted to the contact officials in person). |
| 7. | Last date, time and place for submission of Original Demand Draft for Cost of document, EMD / Bank Guarantee. | 15 th April 2019 on or before 17:00 at the Bank's Information Technology Department, Head Office, Bhubaneswar. (Should be submitted to the contact officials in person). |
| 8. | Date, time and venue for opening the technical bid. | 16 th April 2019 at 11:00 hours at the Bank's Information Technology Department, Bhubaneswar. |
| 9. | Date, time and venue for opening the commercial bid | Will be intimated to technically short-listed bidders. |
| 10. | Name of contact officials for DD submission as stated in serial No.6 and for any enquiries. | R. R. Venkatachary – General Manager IT S. K. Basa – Sr. Manager IT A. K. Sarangi – Sr. Manager-IT |
| 11. | Address for Communication / Submission of Bids | The General Manager, Information Technology Dept, Odisha Gramya Bank, Head Office, AT- Gandamunda, P.O. – Khandagiri, Bhubaneswar – 751030. |
| 12. | Contact officials for any clarification. | Mr. S K Basa – Sr. Manager IT - 0674-2353045 Mr. A. K. Sarangi – Sr. Manager-IT - 0674-2353025 |
| 13. | Contact e-mail ID | procurement@odishabank.in itd@odishabank.in HOD-IT@odishabank.in |

Note: Bids will be opened in the presence of the Bidders' representatives who choose to attend.

Section 2 - Introduction

2.1 About OGB:

1. Odisha Gramya Bank (OGB) with Head Office at Bhubaneswar is operating in 13 Districts of Odisha with 549 Branches, 1 Central Clearing Office (CCO) & 09 Regional Offices and Head Office. The Bank has Implemented Core Banking Solution with Finacle 7.0.18.
2. The Bank' Data Center (DC) is located in Chennai and Disaster Recovery Center (DRC) at Hyderabad. The DC and DRC are connected to the Branches, Regional Offices and Head Office through Wide Area Network. The entire network uses a mix of MPLS/Leased Lines /RF/ VSAT connectivity through BSNL / Airtel / Hughes / Vodafone and Nelco etc. The Bank administers and monitors IT Infrastructure and operations from its Head Office (IT Department) at Bhubaneswar. Bank has an existing System Integrator EIT Services India Pvt Ltd, (formerly known as HP India Sales Pvt Ltd / HP Enterprises Pvt Ltd) as a Single Point of Contact for CBS and allied applications / services.
3. The Bank has issued around ten lakhs RuPay debit cards activated for ATM, PoS and e_Commerce and has implemented 100 ATMs on NFS network. FIS Payment Solutions and Services PVT Ltd is the ATM Switch Service Provider and they manage the Cards of the Bank.

Section 3 – Objective of this RFP:

1. This **Request for Proposal** document encompassing Annexure & Appendices and subsequent Addenda & Corrigenda (hereinafter referred to as **"RFP"** or **"Tender"**) has been prepared solely for the purpose of enabling Odisha Gramya Bank (hereinafter referred to as **"Bank"**), sponsored by Indian Overseas Bank, to solicit proposals from qualified Bidders for Selection of System Integrator for Maintenance of Finacle Core Banking Solution, Allied Applications, Delivery Channels and other services at Data Centre, Disaster Recovery Centre, Branches and Offices of the Bank, as per the scope of work described in detail in *Section 7 - "Scope of Work"* of the RFP document.
2. To shortlist Bidders for comprehensive Technical & Commercial evaluations and award the contract to the selected Bidder, taking into considerations evaluation parameters defined in the RFP.

Section 4 – Terminologies used:

1. Bank' means, unless excluded by and repugnant to context or the meaning thereof, shall mean 'Odisha Gramya Bank', described in more detail in Section 2 - Introduction above and which has invited bids under this Request for Proposal on behalf of both OGB and shall be deemed to include its successors and permitted assigns.
2. "Delivery Channels" means ATM, Micro ATM, E-Commerce, PoS and Aadhaar based payment channels already implemented and other mobile banking services including UPI, BHIM, NUUP etc. to be implemented.
3. 'RFP' means this Request for Proposal prepared by Odisha Gramya Bank for "Selection of System Integrator for Maintenance of Finacle Core Banking Solution, Allied Applications, Delivery Channels and other services at Data Center, Disaster Recovery Center, Branches and Offices"
4. 'Bidder' means a vendor submitting the proposal in response to this RFP.
5. 'Contract' means the agreement signed between successful Bidder and the Bank at the conclusion of bidding process, wherever required.
6. "Successful Bidder'/ L1 Bidder" means the Bidder who is found to be the lowest eligible Bidder after conclusion of the bidding process, subject to compliance to all the condition of the RFP, etc.

Section 5 – Criteria for Selection:

The criteria for selection of bidder should be broadly as mentioned here.

The selection will be decided on two stages: Technical and Commercial. The final selection will be done using reverse auction among all the bidders found suitable in Technical bid.

The evaluation of the bids will be done as per evaluation criteria mentioned in Section 7: Eligibility Criteria of this RFP document. The Bidders who do not qualify the eligibility criteria as stipulated under Section 7 will not be considered for technical evaluation. A Bidder not eligible under Technical Bid will not be considered for opening of Commercial Bid.

Section 6 – Responsibilities of the Successful Bidder:

1. The successful Bidder shall be single point of Contact for all products and services offered as described in the Scope of Work, and will be fully responsible for overall deliveries, Project Management and co-ordination as specified in sections below.
2. The period of the contract will be 3 years from the completion of Transition period, subject to mutually agreed terms and conditions. There will be a Transition period of 2 months from the effective date mentioned in the PO to take over the support of in-scope applications from the existing vendors. The Contract Period of 3 years will start after the Transition period. The Bidder is required to provide support for all the in-scope applications and infrastructure throughout the tenure of the contract without any extra cost to Bank as mentioned in Section 9.

Section 7 – Eligibility Criteria

| Sl. No. | Eligibility Criteria | Supporting Documents |
|----------------------------|---|---|
| Bidder's Experience | | |
| 1 | The Bidder should be a Government Organization / PSU / Limited Company / Private Limited Company under companies Act, 1956 Or later in India. | Certificate of Incorporation / Certificate of commencement. |
| 2 | The Bidder should have been in existence for a minimum period of 3 years in India. | Certificate of Incorporation / Certificate of commencement. |
| 3 | The Bidder should have a minimum turnover of Rs. 100 Crores per annum in each of the last three financial years In India. | Audited Financial statements for the financial year 2015-16, 2016-17 and 2017-18 AND CA Certificate indicating the sales Turnover for the previous financial years mentioned above. |
| 4 | The Bidder should have operating profit in the last three Financial years in India. | Audited Financial statements for the financial year 2015-16, 2016-17 and 2017-18 CA Certificate indicating the net-worth for the previous financial years mentioned above. |

| Sl. No. | Eligibility Criteria | Supporting Documents |
|---------|--|---|
| 5 | The Bidder should not have been black- listed by the Bank, any Public-Sector Bank, RBI or IBA as on the date of submission of the bid. Bidder must certify to that effect. | Self- Declaration on Bidder's letter head |
| 6 | Bidder should have service/support infrastructure at Chennai, Hyderabad and Bhubaneswar where the Bank has presence, including DC, DRC and Project office, and should be able to provide efficient and effective support. In case they do not have the same should be complied within one month of PO. | Self- Declaration on Bidder's letter head |
| 7 | The Bidder shall be the authorized partner, or, OEM of the key solution, Finacle and should have implemented / supported / managed other solutions / channels like Mobile Banking, Internet Banking. | Letter from OEM authorizing the Bidder to participate in the RFP for Finacle and supporting certificate of implementation / management / support for other solutions. |
| 8 | The Bidder should have implemented / Managed / Supported Finacle Core Banking solution 24 x 7 in at least 1 (one) scheduled Banks of India with minimum 750 branches in India. | Certificate in the relevant Bank's letter head specifying bidder's experience in field of managing and supporting with L2 / L3 resources. |
| 9 | The Bidder should have prior experience of managing/supporting IT infrastructure at DC and DRC, including CBS Servers, CBS Storage in a minimum of 2 scheduled commercial Bank in India with minimum of 750 branches per Bank in India | Relevant Credential letters OR Purchase Order with the Bank's confirmation for having executed the Purchase Order |
| 10 | The Bidder should have at least one of the following accreditations/ certifications which is valid as on submission date of this RFP A) ISO 9000 / 9001 B) ISO 27001:2005 or equivalent C) ISO 27001:2013 D) CMMI Level 5 | Certificate copy to be provided |
| 11 | Must have experience in integration and support of other surround applications that the Bank has currently implemented like ATM, NEFT/RTGS, FI gateway solution, e-KYC, C-KYC, RGCS, APBS, PFMS, IMPS with Finacle Core banking solution in India. | Relevant Credential letters OR Purchase Order with the Bank's confirmation for having executed the Purchase order to the satisfaction of the bank. |
| 12 | Must have capability in integrating and supporting other surround applications that the Bank may implement in future like, Risk management solution, IMPS (P2P), UPI, BHIM, NUUP with Finacle. | Self- Declaration on Bidder's letter head |

| Sl. No. | Eligibility Criteria | Supporting Documents |
|-----------------|---|--|
| 13 | Bidder needs to submit a good project management and governance certificate from at least 2 scheduled Commercial Bank in India having minimum 750 branches in India, where the Bidder has managed/supported Core Banking Solution | Bidder needs to submit the credential in the format specified in Annexure 16 |
| 14 | The Bidder should have back lining Agreement with OEM, which is mandatory for / taken handover in the RFP | Bidder needs to submit a self-declaration at the time of bid submission however the agreement copy needs to submit after L1 declaration. |
| 15 | The bidder is to submit a duly signed Pre-Contract Integrity Pact in original | The Pre-Contract integrity pact is to be executed in non-judicial stamp paper of worth Rs.250/- in conformity to CVC format as per Annexure - 19 |
| Bidder's Status | | |
| 1 | The Bidder should not have been black-listed by the Bank, any Public-Sector Bank, RBI/NHB or IBA as on the date of submission of the bid. Bidder must certify to that effect. | Self- Declaration on Bidder's letter head |

NOTE:

- In case of business transfer where Bidder has acquired a Business from an entity ("Seller"), work experience credentials of the Seller in relation to the acquired Business may be considered.
- Bidders need to ensure compliance with all the eligibility criteria points.
- In case of corporate acquisition, split of a company, certificate of incorporation, financial statements, credentials prior to such restructuring could be furnished
- Proposed application implementation experience need not be in the current product version proposed.
- Scheduled Bank also include Regional Rural Bank and Co-operative Bank.
- Scheduled commercial Bank refer to public sector / scheduled commercial Bank in India only.
- Branches mentioned are per Bank and not cumulative across Bank.
- While submitting the bid, the Bidder is required to comply with inter alia the following CVC guidelines detailed in Circular No. 03/01/12 (No.12-02-6 CTE/SPI (I) 2 / 161730 dated 13.01.2012): 'Commission has decided that in all cases of procurement, the following guidelines may be followed:
 - In a RFP, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same RFP. The reference of 'item/product' in the CVC guidelines refer to 'the final solution that bidders will deliver to the customer'.
 - If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same RFP for the same item/product.
- The final solution mentioned above refers to the solution based on the scope given in this RFP.
- The decision of the bank shall be final and binding in this regard. Any deviations will be ground for disqualification.

Section 8 – Instruction to Bidders

8.1 Cost of the RFP

The Bidder shall bear all costs associated with the preparation and submission of its bid and OGB will, in no case, be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

The Bidders can submit the bid response at OGB's office at Head Office, Odisha Gramya Bank, Gandamunda, Bhubaneswar - 751030, along with non-refundable amount of **Rs.50,000.00 (Rupees Fifty Thousand only) + Rs.9,000/- GST** in envelope A, payable in the form of Demand Draft/Pay Order from any scheduled commercial bank in India favoring "ODISHA GRAMYA BANK" payable at BHUBANESWAR.

8.2 Bid Earnest Money Deposit (EMD)/ Bank Guarantee in lieu of EMD

The Bidder shall furnish Non-interest earning Earnest Money Deposit (EMD) of Rs.30,00,000/- (Rupees Thirty Lakhs Only) by way of Demand Draft drawn on any scheduled bank in favour of Odisha Gramya Bank, payable at Bhubaneswar and should be kept along with the **Part – A – Conformity to Eligibility Criteria**.

In case the EMD is submitted in the form of Bank Guarantee the same should be valid for minimum period of 180 days from the last date for submission of offer. The format for submission of EMD in the form of Bank Guarantee is as per **APPENDIX-C**.

Submission of EMD in other than Eligibility Criteria Envelope-I is liable to be rejected on grounds of non-submission of EMD.

The EMD of the Bidders not qualified under evaluation of **Part – A – Conformity to eligibility Criteria** will be returned within 30 days after opening the **Part – B - Technical Proposals**. The EMD of the Bidders not qualified under Technical Proposal will be returned within 30 days after opening of the commercial bid of the technically qualified bidders / conducting Reverse Auction. The EMD of other bidders will be returned upon the selected Bidder accepting the order/LOI and furnishing the Performance Bank Guarantee.

8.3 Due Diligence

The Bidders are expected to examine all instructions, terms and specifications stated in this RFP. The Bid shall be deemed to have been submitted after careful study and examination of this RFP document. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP document. Failure to furnish all information or submission of a bid not responsive to this RFP will be at the Bidder's risk and may result in rejection of the bid. Also the decision of OGB on rejection of bid shall be final and binding on the bidder and grounds of rejection of Bid should not be questioned after the final declaration of the successful Bidder.

The Bidder is requested to carefully examine the RFP documents and the terms and conditions specified therein, and if there appears to be any ambiguity, contradictions, inconsistency, gap and/or discrepancy in the RFP document, Bidder should seek necessary clarifications by e-mail as mentioned in Section-1. Any query received after the last date for submission of pre-bid queries as given in Section-1 will not be considered.

8.4 Ownership of this RFP

The content of this RFP is a copy right material of Odisha Gramya Bank. No part or material of this RFP document should be published in paper or electronic media without prior written permission from OGB.

8.5 Assumptions/ Presumptions/ Modifications

The Bank would like to expressly state that any assumption, presumptions, modifications, terms, conditions, deviation etc., which the Bidder includes in any part of the Bidder's response to this RFP, will not be taken into account either for the purpose of evaluation or at a later stage, unless such assumptions, presumptions, modifications, terms, conditions deviations etc., have been accepted by the Bank and communicated to the Bidder in writing. The Bidder at a later date cannot make any plea of having specified any assumption, terms, conditions, deviation etc., in the Bidder's response to this RFP. No offer can be modified or withdrawn by a Bidder after submission of Bid/s.

Section 9 – Scope of Work

The scope of work for the Bidder would include but not limited to maintain and support of the Finacle CBS version (7.0.18) and other in scope application, hardware including servers and storages for the tenure of the contract at DC, DRC, Branches and other offices. The broad Scope of work (not limited to) for the Bidder is as below:

1. Transition of the existing CBS Service, Support Services, Interfaces, Applications and Hardware management etc from the existing System Integrator and run the current setup on AS IS WHERE IS basis as described in **Section 10**.
2. Annual Maintenance Contract of all Hardware like servers, storage listed in this RFP at DC and DRC.
3. Procurement /ATS / Renewal of OS, Oracle and other tools licenses for servers at DC and DRC.
4. Manage / support the required hardware, middleware, applications and software at DC, DR.
5. Monitoring and Management shall be done on 24hours a day basis for all the three layers of Application (including middleware), Database and Hardware using the existing available tools.
6. Program Management of the entire Infrastructure, implementation, Central Day End, Day Begin and Back up.
7. Upgrade of Oracle Database version from 11gR2 to 12c for all Finacle (version 7.0.18)
8. Benchmarking of Finacle CBS version 7.0.18, considering Bank's existing infrastructure and future growth requirements
9. S.I. needs to perform Performance assessment periodically for CBS, Server, and Database and submit the report to the bank after doing all assessments. The processor usage has to be tracked on regular basis and at no point of time other than batch processing should exceed 60 % except EOD where it can go up to 70 %. SI and bank needs to analyze the report and fix all the gaps, issues, bugs, problems reported. It will be the responsibility of the SI to coordinate between OEM and third party to resolve the issues reported. SI needs to close the issues within 15 days once the same is reported to the bank. The Servers, storage and database performance assessment needs to be done on a quarterly basis
10. Conduct periodical DR Drills (a minimum of one in every Calendar Quarter) for all applications viz., Core Banking Solution and non-Core Banking Solutions in consultation with the Bank. The timing and period of the DR Drill will be decided by the bank.
11. To get the updates from OEM for changes required by regulators from time to time.
12. The SI shall manage all existing payment systems i.e. NEFT, RTGS, IMPS, ATM, RGCS, AEPS etc. or Electronic Direct Benefit Transfer Systems like APBS, PFMS, NACH, or systems to be to be rolled out in future. The changes required by the regulators should be carried out without any additional cost to the Bank and within the stipulated period.
13. The SI is to provide interfaces for any new applications as and when required by the Bank without charging any extra cost to the Bank.

14. The above is only an indicative list of tasks expected from the SI. The scope extends to all that is essential to discharge the role of a System Integrator, whether or not stated expressly, except to the extent so explicitly excluded.

9.1 Applications:

- The bank has several applications managed either by the System Integrator or by a third party vendor. The indicative details of existing applications along with location of hosting is mentioned in **APPENDIX-G**. The DC is hosted in Chennai and the DRC is hosted in Hyderabad.
- The Bank' CBS Project Office is located at Bhubaneswar. The end to end support for all application related incidents, application patch management, application helpdesk management etc. is managed by the current System Integrator. However L1 category shall be managed by Bank.

9.2 Security Operations Center (SOC):

At present Bank is not having Security Operation Centre. The selected bidder has to use their SOC to ensure intrusion detection and intrusion avoidance for bank's network and application. The bidder needs to take necessary steps and implement necessary security checklist for any change request in the bank's network to prevent the bank's system from any kind of intrusion.

9.3 IT Infrastructure Management for DC/DR

Bidder need to provide resources as per below structure:

- On-site resources at DC, DR should be provided for operating system (OS) management and database administration. Resources for OS and database administration should be deployed on-site and L3 support should be on-call and on need basis.
- One resource each at DC and DRC should be deployed to support infra and other related activities.
- Backup (independently at DC and DR) should be centralized for CBS.
- The selected bidder will be responsible for taking the back up from DC and DR.
- The application management services for various applications are provided by multiple vendors.
- However, System Integrator will responsible for managing the underlying infrastructure and database administration of Application mentioned in APPENDIX G.
- The successful Bidder is required to liaise with the vendors of all existing applications, interfaces, delivery channels and network management of the Bank. The Bidder is expected to take the responsibility of managing all the applications, interfaces, infrastructure and coordinate with the Bank' vendors to meet required SLAs in addition to providing helpdesk and system/database administrative services.

9.4 Level 2 (L2) Help Desk Management

- 9.4.1. Seven (7) Level 2 (L2) support resources, out of which two (2) should be well versed in customisations shall be deployed at Bank's project Office, in the premises of Head Office at Bhubaneswar to support all the system related activities till successful ISOLOP of next working day on all working days of the week. Bank may stagger the deployment of resources to cater the need all days of the week including holidays.
- 9.4.2. The Bidders should include the complete cost of the seven L2 helpdesk support staff for the entire contract period as part of the Commercial bid.
- 9.4.3. The support staff in the L2 helpdesk must have a minimum relevant experience of five years each. Bidder should independently arrive at the sizing and deployment plan to meet the RFP requirements (as per scope of work and SLAs). Bidder may deploy resources at no extra cost if the proposed deployment does not meet the RFP requirements and SLAs.

- 9.4.4. Coordinate with the L3 teams for resolution and provide necessary information as may be required by the team to resolve the issues.
- 9.4.5. Any deviation in the SLA should be brought to the notice of the Bank,
- 9.4.6. Any usage of Processors in the server beyond 60% during working hours and beyond 70% during Day end processes must be brought to the notice of the Bank immediately.
- 9.4.7. Bidder has to leverage functionality of the EMS tool to provide call response time of L2 team
- 9.4.8. Escalate the unresolved calls as per escalation matrix and provide a report on pending issues every fortnight.
- 9.4.9. Provide timeframes for providing a solution of resolution of the escalated calls. The System Integrator is to handle all incidences as per the Bank's Incidence Management Policy with proper documentation.
- 9.4.10. Prepare Root Cause Analysis document with the root cause and resolutions provided for major issues such as:
 - 1. Delayed response times
 - 2. Data / table corruptions
 - 3. System Performance issues (high utilization levels)
 - 4. Decide on preventive maintenance schedule with the Bank
- 9.4.11. Liaise with the L1 support personnel for the call information and resolution
- 9.4.12. All other activities as would be required by the Bidder to manage and maintain the solutions
- 9.4.13. Application database and middleware support need to be fully provided and adequate number of resources need to be factored
- 9.4.14. Bidder needs to commission, decommission, install, uninstall, update and support the middleware from all aspects.
- 9.4.15. Support and maintain all interfaces to the Core Banking and other solutions including the middleware
- 9.4.16. Modifications to existing scripts, reports, MRT, JSP or any other scripts due to errors / technical faults.
- 9.4.17. Present report to Bank's IT Operation Committee on the critical issues reported, resolved, solution provided and the suggested recommendations or leading practices as and when asked by the Bank or on a monthly basis whichever is earlier for onward submission to Bank's Board.
- 9.4.18. Perform performance tuning of the applications mentioned in the Scope of Work of this document including database tuning.
- 9.4.19. Rectify any corruption in the software
- 9.4.20. Ensure patch releases are ported to the production environment without causing business disruption or business losses
- 9.4.21. Perform quarterly BCP/DR drill of all in scope applications.
- 9.4.22. Perform application replication across the Data Centre and Disaster Recovery Centre as per required Service Levels.
- 9.4.23. Provide application & infrastructure support from the Bank Data Centre as mentioned above for the Data centre, Disaster Recovery Centre.
- 9.4.24. Managing/updating/troubleshooting/issue resolution/configuring changes in SFMS coordination with IFTAS.
- 9.4.25. Daily monitoring and reconciliation.
- 9.4.26. Maintaining/managing UAT setup for NEFT / RTGS and providing support for the same
- 9.4.27. Maintain the connectivity with the FIS switch and NFS for ATM and all other related transactions like IMPS and POS transactions which are done using NFS.
- 9.4.28. Bank uses Sponsor Bank's (IOB) SFMS and IBM MQ for NEFT and RTGS transactions, the application team needs to take over and maintain all the roles and responsibility connected with SFMS.

The Bank reserves the right to increase or decrease the number of L2 helpdesk resources depending on its requirements at any time. The Bank also reserves the right to change the locations of helpdesks at its discretion. The Bidder is expected to quote a per resource rate (per man month rate), which shall be used in case the Bank orders for lesser or more number of seats at the L2 helpdesk. The Bidder should also note that the setup at the L2 helpdesk must provide for 1 supervisor.

The resources at DC and DRC will also look after the

- Managed Services for the Hardware including OS patch Management and Backup at DC and DR.
- Backup Management and SMS gateway
- PFMS
- Bio-metric (e-KYC)
- Virtualization at DR and DC
- Obtain necessary knowledge transfer to maintain/ enhance/ fix customized code
- Infrastructure & Application changes / upgrades as a result of ongoing initiatives (Replacement of Cisco Blade Servers, ADC/WAF (Web Application Firewall) for Internet Banking, Replacement of ASA Firewall, AAA Server, Core Switch and Proxy Server).

Section 10 - Transition

| Service Requirement | Description |
|---------------------|---|
| Initiation | Kick off the transition based on the agreed transition plan |
| Planning | This phase takes care of all the planning activities required for successful transition of services |
| Execution | Execute the transition of services while ensuring near zero risk and no disruption to business |
| Closure | Create all the transition documents and submit to the client for review and sign off and start off with Scope of the RFP. |

10.1 Transition activities

As part of transition activities the successful Bidder needs to undertake the following activities.

1. The successful Bidder needs to complete the transition of in-scope infrastructure and services within 8 weeks from the effective date mentioned in the Purchase Order given by the Bank. Transition involves one-time activities required to take responsibility for the services, including applications and their customizations, infrastructure, processes, assets, facilities, technology and other knowledge.
2. The successful Bidder should ensure the smooth transfer of the services so as to continue to meet Bank's business requirements in a way that there are no unplanned business interruptions. The Bidder will be required to present a Transition Plan to Bank. Bidder will fully coordinate and work with Bank's third-Party Contractors/Vendors/Consultants in a manner that will result in a seamless transfer of Services, and such transfer of Services shall be in accordance with the Transition Plan
3. During the Transition Period, Bidder will be responsible for implementation of the Governance Model with concurrence of the bank. Bidder will identify suitable personnel for the roles defined under the governance structure for implementation. Bidder will also be responsible for appointing its representative members to the newly established governance forums.
4. Bidder will have the sole responsibility for implementation of their delivery organization structure. All preparation and planning for such implementation must be completed during the Transition Period. Bidder needs to submit the transition plan within 7 days from the effective date mentioned in the PO.
5. The Successful Bidder should provide a detailed approach covering how and when it will implement the transition activities, describing how it will transition services from Bank' current environment. The Bidder will include in the project plan ("Transition Project Plan") the tasks, timeframes, resources, and responsibilities associated with the transition activities covering at least the following key areas:

Transition Schedules, Tasks and Activities

10.2 Knowledge Transfer and Documentation –

- A. Complete hands-on Knowledge Transfer for all relevant Bank' applications along with necessary documentation, including but not limited to the following –
- 1) Application & Integration Architecture
 - 2) Application set-up, installation, upgrades
 - 3) Environment details, including Prod and Non-Prod
 - 4) Configurations
 - 5) Customizations (completed, in-progress, planned) with source codes for the existing customisations.
 - 6) Change Requests (completed, in-progress, planned)
 - 7) Debugging and fixing approach
 - 8) Batch processing programs, configurations and environment details
 - 9) Interfaces (internal systems, external systems)
 - 10) Reports (batch, on-demand)
 - 11) Application management scripts (start / stop / status / monitor)
 - 12) Master / Configuration data used by respective application
 - 13) Take-over and validation of all source code required to maintain and support the applications (covering product customizations, interfaces, reports, etc.)
 - 14) All support activities including application details required to deliver the services
 - 15) Configuration Management with latest source code, sanity tested and synchronized in Development / Test environment
 - 16) Existing gaps / issues and proposed resolution / improvements and any other relevant aspect of each application
- B. Complete Documentation and hands-on Knowledge Transfer for all relevant Bank' Infrastructure, including peripherals, but not limited to the following –
- 1) Infrastructure Architecture, including Server, Storage, Network and Security Architecture
 - 2) Environment details
 - 3) Hardware components (Servers, Storage, Networks, Peripherals)
 - 4) Software Licenses and CD/ DVDs
 - 5) Patches and Upgrades required
 - 6) Track End of Support for all relevant Hardware and Software components and notify Bank in case of any renewals, AMC/ATS/ New procurement/ replacement required
 - 7) Service Delivery processes and SLAs with complete documentation (Incident Management, Availability Management, Capacity Planning, IT Security Management, Backup and Recovery, Database Management, Storage Management, E-mail and Collaboration Services, File and Directory Services, Tape Operations)
 - 8) IT Security policies and procedures
 - 9) Change Requests (completed, in-progress, planned)
 - 10) Existing gaps / issues and proposed resolution / improvements.
 - 11) Incident Management and Problem Management

- C. Complete hands-on Knowledge Transfer for all required Processes, Policies and Procedures at the Bank, including but not limited to the following –
- 1) Status reporting, Communication and Escalation process
 - 2) Service request procedures for Infrastructure requirements
 - 3) Regulatory aspects that impact IT operations

10.3 Responsibilities of Successful bidder

1. The successful Bidder will be provided details of IT applications infrastructure from the respective implementation partner(s) as and when new applications are implemented, within a period of 30 days from the commencement of implementation of new applications / systems.
2. However, in future, if Bank implements new projects, Successful Bidder needs to agree to provide all necessary support services, including AMC & ATS for managing the applications & infrastructure.
3. The Successful Bidder is further required to manage the new IT Infrastructure. Post hand-holding, the Bidder is also expected to provide Application and Infrastructure services as defined in the RFP for the added IT Infrastructure.

10.4 Upgrade of Oracle from Version 11g to 12C

Bank is currently running CBS (Finacle version 7.0.18) and AML solution on Oracle 11g therefore CBS databases (including Production/UAT/MIS/DR/CSIS/Dev/Test) need to be upgraded to Oracle 12C database.

1. Bidder needs to provide compatibility certification of Finacle 7.0.18 on Oracle Database 12c (latest version) from Finacle OEM
2. Bidder needs to provide compatibility certification of AML on Oracle Database 12C from OEM.
3. Bidder has to study the existing database setup and formalize a version upgrade strategy which needs to be approved by the bank.
4. Bidder will be responsible for installing Oracle 12C binary in all the environments mentioned above.
5. Patch reconciliation needs to be done with Oracle for 12C.
6. Upgrade version of the Oracle client in Finacle application server and database in Production/Non-Prod/MIS/DR/CSIS etc. from 11g to 12C.
7. Bidder is responsible to perform complete Sanity Test of the application, EOD / BOD batch jobs and product/customization reports for timing and performance and if any issues reported, Bidder needs to resolve them before implementing in production.
8. Bank will be doing UAT for the application and report issues to Bidder and Bidder needs to resolve the same within a defined timeline.

10.5 Facilities Management Services (FMS)

10.5.1 Hardware AMC and Software ATS

1. The successful Bidder will be the Single Point of Contact and responsible for Facilities Management Services, AMC and ATS for hardware and software, etc. other than that of network, which the Bidder will be taking over. While bidding for providing Facilities Management Services, the products and solutions proposed by the successful Bidder in this RFP should come with warranty as mentioned in the RFP. The successful Bidder needs to quote for AMC and ATS for all in-scope applications and hardware in Annexure 17 from the date of expiry.
2. Bank reserves the right to take over full or a part of the services at any point of time to be managed by Bank itself or to be handled by another vendor.

3. The Bank intends that the contract which is contemplated herein with the successful Bidder shall be for a period of three years (3 years) from the completion of transition period and shall cover all Deliverables and Services required to be procured or provided by the Bidder during such period of contract unless until any statutory and unavoidable development occurs.
4. In case the bidder envisages any unavoidable service(s) that will be required in the maintenance of the system must be mentioned in the Bid Document.
5. Application maintenance would include installation, re-installation, troubleshooting, performance tuning, performance monitoring, applications of patches, bug fixing, improvements in presentation and / or functionality and others within the stipulated period in the Service Level Agreement. The AMS (Application Management Services) team should provide support to all applications & modules referred in the RFP.
6. The support coverage would be for all the application / Solution / Hardware supplied, commissioned / taken over by the successful Bidder through this RFP. Support coverage will also include end to end support for all the existing customizations / interfaces already developed / running in the respective applications & modules or any future modules to be implemented in Bank in future like UPI, BHIM and BBPS.

10.5.2 Help Desk & Support Staff

1. The successful Bidder is expected to staff the helpdesk with agents for achieving the service levels required. For all the banking services provided by Bank, necessary seating space and infrastructure shall be provided at Bank's Head Office premises at Bhubaneswar for the same.
2. The helpdesk should act as a Single Point of Contact for all internal users whether for service requests, incidents or problems for all the applications / solutions / hardware provided / taken over / supported by the Bidder by way of this RFP.
3. The personnel being deployed by the Bidder for critical, key activities of Facilities Management Services at the Bank should be employees of the Bidder's firm. For L1 activities, the Bidder may propose third party vendors. In either case, the Bidder is completely responsible and should duly meet the SLA requirements of the Bank as stated in the RFP.
4. The successful Bidder should deploy competent resources for the team to provide necessary maintenance and support as per the requirement of the Bank. Bidder has to deploy adequate resources to ensure that the systems are up and customer service is not impacted. To ensure that the SLAs are met, the Bidder, if required, will need to deploy additional resources during the contract period including implementation schedule without any additional cost to the Bank. The Bank has a right to interview and reject resources deployed by the Bidder.
5. L2 team should be available on-site as per Annexure 9 and would resolve day-to-day production issues reported in all in scope applications / hardware by debugging and analysing the same.
6. The successful Bidder's support team would liaise with the ATS / AMC team of OEM Vendor to report product related bugs and obtain fixes (if applicable) for the same.
7. If the issues require changes in the product setup or data, the Bidder's team would suggest the required changes to the parameters / data to be made, after discussing the same with Bank' team and taking an approval Bidder needs to make the changes in the data through DML statement however if the changes required in the front end that Bidder need to provide the SOP to bank for doing the changes. However,

any change made to the SOW, customisation and data base should undergo the complete change management procedure.

10.6 Database Administration

The Bidder agrees that all databases of the Bank will be administered as per applicable standards and requirements. The service covers all the databases that run on Bank' servers at DC & DRC facilities designated by the Bank including but not limited to the following:

10.6.1 Database Capacity Management

1. Estimate & recommend database requirements based on received data from Database Performance team and Business projections (Annual / As and when required)
2. Perform Database Space analysis
3. All table spaces have to be mentioned on a daily basis.
4. Alignment to Archival / Purging policy
5. Review archive logs requirements
6. Customizations required at DB level
7. Review and planning for 6 months

10.6.2 Database Monitoring and Administration

1. Setting data storage parameters for storage associated with the physical elements of the database
2. Handling password issues
3. Configuration of Databases
4. Creating a new database instance
5. Testing & implementation of patches
6. Testing & implementation of upgrades
7. Managing, applying & verifying Database program patches
8. Database Scripting
9. Review, recommend and test patches.
10. Coordinate all changes through the agreed upon change management process
11. Start-up and shutdown of databases
12. Daily activities such as end of day, end of month, end of year/quarter etc.
13. Daily / Weekly / Monthly backup of databases
14. Database recovery
15. Weekly database recovery checks
16. Required logs maintenance as per Standards of the Bank
17. Disaster Recovery Center as per Standards of the Bank
18. Database problem resolution
19. Recreation of Indexes
20. Perform pre-batch activities-Scheduling of resources-Scheduling batch services-Define, maintain and document a work schedule for running production system batch jobs, and possible started tasks-Install and document system related batch jobs in the automated job scheduling package- Manage the root cause analysis for scheduling problems- Develop and maintain standards for job acceptance and implementation. The Bidder can either use scripts or propose a tool for batch automation
21. Remove applications from the application portfolio following decommissioning from projects or improvements.
22. Perform regular import and loading of data and ad-hoc data extractions.
23. Responsible for maintaining DB inventory
24. Maintaining and performance tuning of Non-Production databases
25. Migration of Databases (Release Upgrade)
26. Execution of all back-end changes across all applications as informed by application owner
27. Manage database transaction (SQL)/ archive (Oracle) logs

28. Administration/ management of archival databases (Purge from production and move to archive database)
29. Resolving corruption (both Physical & Logical) issues at primary & standby databases
30. Execute DBMS changes in support of major application or logical database design changes
31. Designing & Implementation of logical & physical backups
32. Flash back up on daily basis
33. Vendor coordination with OEMs for upgrades, patches, bug fixes, performance tuning etc.
34. Creation of a Standby database & setting up the DR
35. Using data guard for Oracle
36. Log shipping/Mirroring/Always On for SQL
37. Monitoring, management and implementation of High Availability (HA) viz. clustering/RAC etc.
38. Review of all databases
39. Switchover of databases (as and when required and as per the defined time window)
40. Refresh of Databases as per defined frequency or on demand
41. Day end, month end, quarter end, year-end End of Day & Begin of Day support
42. Resolution of audit points and VA/PT reports
43. Management of tools
44. Ad-hoc support for processes run by branch charges for average quarterly balance/ SB interest calculation
45. Apply application data fixes.
46. Install patches and upgrades to database software.
47. Installing database software as appropriate.
48. Perform application non production environment data refreshes.
49. Cloning of application data environments.
50. Monitor capacity and performance of databases.
51. Control of the database (adapting database profile parameters, expansion of tables and table spaces)
52. Technical reorganization of the database (defragmentation) also after archiving
53. Analysis of the DB tables & indexes - continual performance enhancement measures
54. Create new indexes, performs reorganizations as required per analysis
55. Creation, maintenance and execution of database related scripts such as start-up and shutdown processes
56. Creating and maintaining formal documentation of the database environment (e.g. scripts, design, configuration, access rights)
57. Monitor availability of the databases as a subset of monitoring overall service availability.
58. Providing solution services for database design, configuration and maintenance
59. Assist with incident and problem management related activities relating to the database environment (e.g. integration, interface, performance, configuration issues as part of the overall support service) including interaction with third party suppliers where necessary.
60. Archive of application specific data as requested.
61. Implementation and monitoring of database security.
62. Loading software components- Kernel patches, Release changes.
63. Proactively apply security fixes
64. Documentation upkeep and records maintenance

10.6.3 Access management

1. Implementing & managing security rules & access authority as per security policy; Database Hardening
2. Implementation of database security by creating roles, privileges & profiles
3. Management of users in database and assigning of roles/privileges
4. Monitoring and management of logs for user access management of privileged users
5. Reporting of multiple login failures of any user during the day and any other exceptions

10.7 Operations Management

1. The Bidder shall carry out Preventive Maintenance (PM), including cleaning of interior and exterior, of all hardware and testing for virus, if any, once in a calendar quarter and should maintain proper records at each site for such PM. Failure to carry out such PM will be a breach of AMC (Annual Maintenance Contract) and the A M C period will be extended by the period of delay in PM.
2. For implementing different versions of Application Software, if adjustments / change in the configuration are to be made in base memory the same should be carried out by the Bidder.
3. If the Operating System or additional copies of Operating System are required to be installed / reinstalled / de-installed, the same should be done at no additional cost during the period of contract. The Bidder shall provide or develop with the assistance of Bank
 - Technical Standards;
 - Security Requirements;
 - Operating Procedures;
 - Recovery Procedures;
4. Perform an inventory of warranties and licenses in place as of the Start Date.
5. The Bidder shall develop and maintain an inventory database to include the registered hardware warranties and software licenses exist as of the Start Date, and the warranties and licenses for hardware and software which will be procured by bank or through Bidder.
6. The Bidder shall perform warranty and license registration, if any, with the appropriate manufacturer, for hardware and software:
 - a. Procured through the Bidder, or
 - b. Procured by the Bank with notification to the Bidder for inclusion in such database
7. Bidder shall monitor warranties to check adherence to preventive and repair maintenance terms and conditions
8. Bidder shall provide the Bank with access to asset control information.
9. Bidder shall provide to the Bank, as reasonably requested, reports that aid the Bank in performing asset management and financial management functions of the Bank as these relate to hardware leases and warranties and software licenses.
10. Bidder shall maintain data regarding entitlement for software upgrades, enhancements, refreshes, replacements and maintenance; and
11. Bidder shall provide technical information as reasonably requested by the Bank for preparation and implementation of budgets and cost benefit analysis.
12. As far as possible, the equipment should be repaired at site. Where the equipment is taken for repairs outside the Bank, a substitute should be provided and data, if any, should be transferred to the substitute machine besides creating back-up in one of the system's at the Bank' office and the data in the machine should be got deleted and hard disk should be degaussed.
13. If during warranty period, any equipment has a hardware failure on four or more occasions in a period of less than three months or six times in a period of less than twelve months, Bidder needs to inform the same to Bank and Bank will take up the same with the appropriate vendor for the replacement.

10.8 Software License Management

1. Perform an inventory of software licenses on a regular basis
2. Develop and maintain a software license inventory database to include the licenses existing as of the Start Date and for software:
 - a. Procured through the Bidder, or
 - b. Procured by the Bank with notification to the Bidder for inclusion in such database
3. Maintain data regarding entitlement for software upgrades, enhancements, refreshes, replacements, and maintenance.
4. Provide access to server resources to authorized End Users only.

The Bank will not be responsible or liable for any infringements or unauthorized use of the licensed products. In the event of any claims against the Bank for any license related issues that have resulted due to infringements or unauthorized use of the licensed products by the Bidder during the period of the contract, the Bidder will have to act upon the same and all liabilities and claims whatsoever will have to be settled by the Bidder for such cases during or beyond the period of the contract.. Bidder is required to consider the ATS of the solution and related application software for the period of contract from day one.

10.9 Updates/Upgrades/New releases/New versions/Patch Management

1. The OEM may from time to time release Updates/ Upgrades/New releases/New versions and notify the Bank about the same. The Bidder agrees that all such Updates/minor Upgrades (dot version)/ new minor releases (dot version)/Minor new versions (dot version), as and when released during the term of warranty, AMC and ATS will be implemented without any additional cost to the bank.
2. Bidder needs to test all these upgrades and releases along with existing customisations in Non-production environment first and once sign off by the bank Bidder needs to move these upgrades and updates in production through proper change management cycle. In case some changes are required to be made to the existing customizations, the same should be carried out at no additional cost to the Bank. It should be possible to roll back at a short notice and in a short time in case of any problem due to the change.

10.10 Antivirus

1. Bidder needs to provide new Antivirus licenses for the server in need at Data Centre and DRC.
2. Bidder needs to do the sizing and inform bank about the need for new licenses based on the end points. However, Bidder should procure and provide the same. Bidder needs to carry out necessary installations & updates/patches for the newly procured licenses.
3. Bidder needs to factor the ATS of all the new licenses taken over in transition.
4. Bidder needs to make sure that all the end points are fully complied with the latest updates / patches and all the system antivirus is properly working
5. Bidder will be responsible for deployment of Antivirus Solution at all Computers, Servers and Firewalls at Data Centre and DRC.
6. Bank will provide antivirus for all the end points located at Branches and Offices.

10.11 Performance Assessment

1. The service provider will be required to provide reports on a regular basis relating to the performance and quality of the IT services provided and the performance of the service being delivered.
2. It will be expected that the Bidder shall be proactive in identifying opportunities for improvements in the delivery of the service.
3. Bidder needs to perform below activities:
 - i. **General Performance Management:** Assess and publish metrics on the quality of services being provided.
 - ii. **Performance Assessment of CBS IT Infrastructure:** Bidder needs to do Performance assessment Periodically for CBS, Server, and Database and submit the report to the bank after doing all assessments. Bidder and bank needs to analyze the report and fix all the issues, bugs, problems reported in the report. It will be the responsibility of the Bidder to coordinate between OEM and third party to resolve the issues reported. Bidder needs to close the issues within 30 days once the same is reported by the bank otherwise penalty will be applicable.
 - iii. **Reporting:** Provide Performance management reports to the bank as per the periodicity mentioned in the RFP or on the mutually agreed periodicity for reports wherein periodicity is not mentioned in the RFP.
4. It must be noted that the Bank reserves the right to carry out independent performance assessments or benchmarking at any point in time on any of the applications deployed at the Bank.

10.12 Performance Measurement

1. Assess and publish metrics on the quality of services being provided.
2. Produce performance reports on all Service Levels, inclusive of all events associated with the management of change requests, incidents and problems and detailing deviations in performance delivered to end users.
3. Contribute to a program of continuous service improvement.
4. Carry out periodic service evaluation reviews to assess whether service need enhancement or a new type of service is required.
5. Identify and assess improvement opportunities.
6. Report unplanned downtime and on-going availability metrics of applications and systems
7. Form part of providing a central point for the monitoring and reporting of all IT service capacity and availability.
8. Execution and reporting of customer services to measure the end user's perception of the service –A report on full cycle of any transaction type, e.g. opening of account, Deposit of cash, sending NEFT etc can be provided to measure Bank's performance against benchmark.

10.13 Half yearly Performance Analysis for systems

1. As a part of the Service, Vendor shall carry out quarterly performance analysis and capacity planning for application, database and web servers as a part of the CBS core banking infrastructure
2. Vendor has to use industry standard tools, methodology etc. required for carrying out quarterly performance analysis of systems at no additional cost to the Bank. The Vendor shall ensure that there shall not be any impact on the production servers while running the tools on the said servers.
3. The Vendor shall provide the quarterly performance analysis report including recommendations on performance enhancements if any
4. Recommendation given by the vendor needs to be implemented in consultation with the bank

10.14 Half yearly Performance Analysis for Database

1. Deployment Architecture Review
2. Review of integration layer
3. Message formats
4. Message size
5. Compression of messages
6. Identification of known performance anti-patterns in design
7. Caching and compression of data at relevant components
8. Application caching (web and application layer)
9. Database caching
10. Browser caching
11. Evaluate Possibility of parallel processing of transactions
12. Identification of contentious blocks – synchronization
13. Review of IO intensive activity
14. Identification of Failure points and its impact on performance
15. Interaction between components (message parsing, message creation etc.)
16. Transaction Management
17. Resource Management (threads, connection, instances etc.)
18. Review of the application design and deployment architecture from performance standpoint
19. Holistic review for Database technology and Channels configuration which shall include but not limited to following areas:
 - Database Server and Channels server (Integrated Payment Hub)Review & Analysis
 - Configuration Review
 - Code Review for major Performance Bottlenecks
 - Connection Poll Analysis
 - Review and Analysis of Database
 - Database instance level configuration analysis

- Database Sizing according to work load modelling and business forecast
- SQL Analysis
- SQL Tuning
- Database Code Optimization review

10.15 Reporting

1. Provide regular reporting of performance management of in scope IT infrastructure
2. Compare performance statistics for each Application with planned performance parameters and report to the bank
3. Provide trend analysis of the performance for each Application and Environment during the twelve (12) Most recent months
4. Provide a written report containing the findings and recommendations of performance analysis
5. A report on any exception like storage space shortage, high utilization of CPUs, Any types of attacks from outside like DOS attacks etc. should be reported to the Bank immediately, and wherever possible, in advance.

10.16 DC - DR Drill

The scope of work mentioned is illustrative and not exhaustive. The Bidder needs to comply with Bank's requirements and any statutory or regulatory guidelines –

1. Bidder need to perform minimum of 1 DR drill (Switch over and Switch back) for all in-scope applications and infrastructure in every Calendar quarter during the contract period. It should be done in the live system.
2. Bidder needs to allocate adequate resources, do project management and work closely with the application owner for performing the DR Drills whenever planned by the Bank.
3. During DC DR drill Bidder need to allocate appropriate resources onsite to avoid any failure, any delay which will be penalized appropriately as mentioned in Section 10
4. Bidder need to perform project management and all reporting and pre and post environment preparation to avoid any failure in the drill.
5. Ensure Business Continuity as per Bank's Business Continuity Plan.
6. Ensure successful replication between DC and DR.
7. Notifying Bank promptly if a Disaster Recovery centre scenario/condition arises and once Disaster is declared by the Bank, executing the DR plan.
8. Perform periodic recovery testing from the backups taken.
9. Developing and executing test plans as per defined periodicity or as and when required
10. Documentation for Business continuity plan, Business continuity strategy plan & Roles and responsibility matrix for DC and DR team
11. Coordinate with Bank officials and third parties during a DR situation per Bank Disaster Recovery Center policies and procedures
12. Duration of running the setup from DR will be decided by the Bank and Bidder needs to adhere to the same and maintain the SLAs.
13. Bank can call for unplanned DR drills, in that case Bidder needs to adhere to Business continuity plan and SLAs.

10.17 MIS & Reporting Server

1. The Bidder has to maintain the MIS & Reporting environment such that the Bank users including branches can generate reports at any point of time. Further, if the Bidder is required to upgrade/augment the Bank existing MIS-ADF, MIS solutions, then the Bidder needs to study the current infrastructure and inform the bank accordingly so that bank can procure the same.
2. All Bank users access MIS for viewing and downloading reports. The daily, weekly, Monthly and Quarterly reports should be available to the Bank branches latest by 7.00 am of the next day. The Half yearly and annual reports should be made available to the bank, the day after the processing. Please refer to APPENDIX F for the configuration details.

10.18 UAT / development

Bidder need to ensure that UAT and Training environment need to be in sync with Production environment in terms of master data and sources. All the customization / enhancement / products / parameter change needs to be applied in these environment on periodic basis which should not be greater than 1 month.

10.19 System & Security Audit

1. All audit points raised by the Software auditor should be complied by the vendor without any additional cost to the Bank.
2. During AMC / ATS period, the vendor needs to comply with security and system audit observation and rectify the audit observation without any additional cost to the Bank.
3. The New solutions should have built in security features and compliant with the requirements of RBI, NABARD, UIDAI and other regulatory agencies.
4. New Solutions should have high level of reliability with particular emphasis on data integrity and security. Authorized users to use the application if available on Internet / Intranet, generate logs and audit trails.

Section 11- Reverse Transition / Exit Management Plan

The scope of work mentioned below is illustrative and not exhaustive:

1. Bidder shall provide the Termination/Expiration Assistance regardless of the reason for termination or expiration
2. Bidder shall comply/adhere to the Exit Plan
3. Bidder shall not make any changes to the Services under this Agreement and shall continue to provide all Services to comply with the Service Levels
4. The Bidder should perform a complete reverse transition of services to the Bank selected new vendor.

Bidder shall within ninety (90) days of the Signing Date, deliver to Bank a plan specifying the Termination/Expiration

5. Assistance including the functions and services of Bidder necessary to accomplish the transfer of the responsibility for the Services from Bidder to Bank or a Third Party, in the event of the expiry of the Term or the termination of this Agreement. The plan shall at the minimum, contain the Bidder's detailed plan for Operational and Knowledge Transfer requirements and list of documentation
6. The Exit Plan shall be updated by the Bidder on an annual basis in accordance with Bank requirements and delivered to Bank for its approval on or before the start of each Contract Year.
7. Knowledge Transfer and Handover of Services
 - a. Bidder shall provide for a transfer of knowledge regarding the Services and customizations in use.
 - b. Provide to Bank personnel or designated third party personnel training in the performance of the Services that are to be transferred.
8. As part of Exit Plan / Reverse Transition, Bidder should provide the following details to the Bank or Service provider identified by the Bank at that point in time. These details should cover all the Applications and Infrastructure (Servers, Storage, Network, any other) managed by the Bidder before commencement of the Reverse Transition period.

Complete hands-on Knowledge Transfer for all relevant Bank' applications, including but not limited to the following –

- Application & Integration Architecture
- Application set-up, installation, upgrades
- Environment details, including Prod and Non-Prod
- Configurations
- Customizations (completed, in-progress, planned)
- Change Requests (completed, in-progress, planned)
- Debugging and fixing approach
- Batch processing programs, configurations and environment details
- Interfaces (internal systems, external systems)
- Reports (batch, on-demand)
- Application management scripts (start / stop / status / monitor)
- Master / Configuration data used by respective application
- Take-over and validation of all source code required to maintain and support the applications (covering product customizations, interfaces, reports, etc.)
- All support activities including application details required to deliver the services
- Configuration Management with latest source code, sanity tested and synchronized in Development / Test environment
- Existing gaps / issues and proposed resolution / improvements and any other relevant aspect of each application

Complete hands-on Knowledge Transfer for all relevant Bank's Infrastructure, including but not limited to the following –

- Infrastructure Architecture, including Server, Storage and Security Architecture
- Environment details
- Hardware components (Servers, Storage, Peripherals)
- Software Licenses
- Patches and Upgrades required
- Track End of Support for all relevant Hardware and Software components and notify Bank in case of any renewals, AMC/ATS/ New procurement/ replacement required
- Service Delivery processes and SLAs (Incident Management, Availability Management, Capacity Planning, IT Security Management, Backup and Recovery, Database Management, Storage Management, E-mail and Collaboration Services, File and Directory Services, Tape Operations)
- EMS tool configurations and reports
- IT Security policies and procedures, Business continuity plan and DR drill

End user support

- Change Requests (completed, in-progress, planned)
 - Existing gaps / issues and proposed resolution / improvements
 - and any other relevant aspect for each infrastructure component
- Complete hands-on Knowledge Transfer for all required Processes, Policies and Procedures at the Bank, including but not limited to the following –
- Management and Governance process
 - Status reporting, Communication and Escalation process
 - Service request procedures for Infrastructure requirements
 - Regulatory aspects that impact IT operations
9. Bidder shall train personnel designated by Bank and/or its designee(s) in the case of any processes or associated Equipment, Materials, Systems or tools used in connection with the provision of the Services as needed for such personnel to assume responsibility for performance of the Services;
 10. Provide to Bank and/or its designee(s) information regarding the Services as necessary to implement the Exit Plan, and providing such information regarding Services as reasonably necessary for Bank or its designee to assume responsibility for continued performance of Services in an orderly manner so as to minimize disruption in the operations
 11. Provide Bank or its designee a complete copy of the Bank IP in Bidder's possession or control and of the Bidder IP that Bank is licensed or otherwise authorized to use
 12. Explain the change management process, problem management process, Policies and Procedures Manual, reports and other standards and procedures to Bank or its designee's operations staff
 13. Provide technical documentation for Software used by Provider to provide the Services as needed for continuing performance of the Services
 14. Identify, record and provide release levels for Software and updating such records of release levels prior to and during transition of the Services
 15. Provide assistance to Bank or its designee in notifying third-party vendors of procedures to be followed during the transition of Services
 16. Ensure transfer of the Configuration Management Database (CMDB) that contains details of the data elements that are used in the provision and management of the Services. The CMDB must be in a form that can be migrated to a new environment that manages the Configuration Items
 17. Bidder shall provide other technical and process assistance as requested by Bank and/or its designee(s)
 18. The vendor will not be allowed to take any Bank IP or information
 19. Bidder need to ensure at least 6 months of Exit Management of Reverse Transition Plan
 20. During Reverse transition Bank will not pay any additional cost to the Bidder for doing reverse transition
 21. The Bidder needs to comply with Bank requirements and any statutory or regulatory guidelines

11.1 Principles of Governance

For managing the operations effectively and meeting the contractual requirements and SLAs, bank proposes to set-up governance mechanism with following principles. The Bidder will assist bank by adhering to the following principles:

1. Bringing focus and discipline in governance mechanism;
2. Setting clear policies and procedures;

3. Strengthening ethics and accountability;
4. Continuous vigilance and adaptation;
5. Strong financial oversight;
6. Independent audits to bring more objectivity.
7. Strong quality checks

Above structure is indicative and bank require 2 exclusive project managers onsite to manage the project and governance framework during sustenance phase.

1. The Program Director and Project Managers of Application and Infrastructure must be available full-time at the Bank premises during working hours.
2. The Bidder's Program Director must be the SPOC for the Bank Program Director, and must be proficient with the contract, including licensing policies and compliance to statutory regulatory guidelines.
3. The Bank reserves the right to evaluate and select the Program Director and Project Managers based On CV's and interview and also ask for replacement where required.

11.2 Governance Structure

| Sl. No. | Governance Layer | Governance Participants | | Responsibilities | Review Frequency |
|---------|-------------------|--|-------------------------|---|------------------|
| | | Bank | SI | | |
| 1 | Operations | IT Committee | SI Service Delivery Mgr | 1. Issue resolution and escalation 2. Manage people issues 3. Plan, track and review SLAs 4. Plan and track time lines | Ad-hoc |
| 2 | Change Management | Bank GM-IT HEAD-IT Concerned Department Head | SI Service Delivery Mgr | Change Approval and Implementation | Ad-hoc |

1. Developing and employing a quality assurance program, subject to bank approval, designed to promote performance of the scope of work with a high level of quality, focusing on measuring and improving reliability, speed, cost effectiveness, and customer satisfaction.
2. Writing and maintaining procedures and measurements on all quality assurance activities associated with the work. Ensuring that the quality metrics and procedures employed are consistent with similar standards in Bank peer group and/or in the provision of similar professional services.
3. Ensuring compliance with a published quality assurance program, with adequate internal controls and verification activities.
4. Conducting periodic quality audits of the work rendered.
5. Documenting audit findings and complying with the non-conformances within a stipulated time

period. Allowing bank to perform audits that will focus on the Successful Bidder's adherence to its quality assurance procedures and standards; on the metrics gathered to support quality assurance activities; and on the Successful Bidder's efforts to improve overall quality. The Successful Bidder will cooperate fully and assist bank with any such audits by the bank, its agents, RBI and any other statutory/regulatory bodies.

11.3 Geographical Scope

The successful Bidder shall provide dedicated experienced and qualified onsite support resources at the DC/DR and application support at locations for managing the above operations. The Successful Bidder should ensure that the resources deployed, at DC, DR and other in scope locations, shall meet the RFP requirements and SLAs. For providing the services, Successful Bidder shall be allowed to access Bank' infrastructure only through the Bank' network. Access from any office of the Bidder or remote connectivity set-up outside the Bank' network shall not be permitted in any circumstances.

The location of different sites is as follows:

| Site Name | City | State |
|---------------------------------|-------------|----------------|
| Data Center (DC) | Chennai | Tamil Nadu |
| Disaster Recovery Center (DRC) | Hyderabad | Andhra Pradesh |
| Application support (L2) Centre | Bhubaneswar | Odisha |

Note: If Bank shifts any of the sites mentioned above (DC/DR) to a new location, the successful Bidder shall provide respective services from the new location.

11.4 Other important points to be noted by the Bidder

1. The Bidder will be the Single Point of Contact / reference to the Bank. The Bank will enter into agreement with the selected Bidder only. However, the Bidder must confirm to the Bank that they are willing to enter into back to back agreement with OEM for risk mitigation in meeting the deliverables, implementation and other service commitments as per the RFP. The Bidders must share a copy of the back lining arrangement with OEM, with the Bank during bid submission.
2. Bank will only facilitate the interaction with respective vendors. However, end-to-end responsibility for integration will remain with the Bidder only.
 - a. The Bank may require the Bidder to address additional requirements that are not either of the following:
 - b. Bug fixes
 - c. Gaps found during base version testing
 - d. Gaps against the functionalities in existing system
3. The Bidder will have to carry out all the customization related work at the premises of the Bank or off-site in case the customization cannot be carried out at the Bank premises. The Bank will have to be a party to the Functional Requirements Specifications sign-off, UAT, UAT sign-off, Installation sign-off and Implementation sign-off. The Bidder will have to install and commission the software for customization and UAT as per Project Plan failing which the Bidder will have to be liable to pay the Bank the applicable penalty for delay (Liquidated damages as specified in para...). The Bidder will have to provide all tools, testing instruments, drivers, consumables, etc. required to install and customize and test the software free of any fees or charges or any expenses. The Bidder will have to document and submit to the Bank all the testing activities, procedures and results.
4. Successful Bidder will be solely responsible for any delay in integration with Bank' business applications. Port application in production environment.
5. No OEM can directly bid for this tender and they have to come with SI only. One OEM can bid with multiple

SI but one SI can bid only once.

6. The Bidder is required to ensure that the software provides interfaces to the other application systems at the Bank at no additional cost or fees or charges or expenses. The Bidder will have to provide the Bank weekly progress reports on the bugs/problems reported/points taken up with schedule of date of reporting, date of resolving, and status for all kind of bugs and problems whether reported by bank or Bidder staff.
7. Bidder needs to submit the team profile in the format specified in Annexure 10
8. Bidder needs to submitted experience / credential letter on customer's letter head with seal.
9. To provide and apply all upgrades and patches free of cost during the warranty / ATS / AMC period. Such minor upgrades / patches/ updates should be applied immediately after release and shall assist the Bank in upgrading without impacting the services during the period of contract at no cost to the Bank.
10. The Bidder has to provide all customization source codes and Documentation to the bank. The relevant IPR related to customization will be with Bank.
11. Provide all statutory upgraded / Customizations during Contract period.
12. All the Java, Browser and other setting which is required to run Finacle and other proposed application in any location of the bank has to be done and to be supported by the Bidder.
13. Bidder needs to note that for all the new deployment, new customizations / interfaces and changes in the existing customizations / interfaces, High level Diagram (HLD), Low Level Diagram (LLD), Functional Specification Document (FSD), approval from bank and a proper SDLC life cycle needs to follow. All the change management process and patch management process need to be followed.
14. All Support resources deployed should be on the payroll of the Bidder/OEM and should not deploy Franchise engineers. Bidder should sign back to back agreement /MOU with the consortium partner, which will be valid for contract duration. This should be provided as part of the proposal.
15. Bidder has to take care of all the integration costs for all the Applications / Hardware/ Software / Ecosystem proposed in this RFP with all the interfaces of the bank in APPENDIX G. Bank will not pay any extra cost for any integration with any of the Bank applications
16. All the resources which will be deployed onsite or working on the project mandatorily needs to have a proper background check and Bidder needs to submit the below mentioned to the bank for every resource, and confirm the same every 3 months:
 - a. Confirmation on completion of Background police verification
 - b. 2 Passport size photographs
 - c. "Annexure 10 - Format for Project Team Profiles" dully filled and signed by Bidder as well as employee
 - d. Address proof
 - e. Identify proof
17. These background verification documents are also mandatory to be submitted in case of temporary arrangement or changing of resources.
18. For all the activities, all admins (DBA, Server, Storage) need to maintain a checklist which will be prepared in consultation with bank and needs to be updated quarterly. Bidder needs to maintain these checklists and the same needs to submit to the Bank on monthly basis with proper remarks.

Section 12- Service Level and Penalties

Bank intends to select the Successful Bidder who shall have common vision to deliver high quality of services to the users.

Definition of terms used in this section is as follows:

1. **"Downtime"** shall mean the time period for which the specified services / components with specified technical and service standards are not available to Bank and excludes the scheduled outages planned in advance and the bandwidth link failures within SLA limits agreed with network service providers.
2. **"Incident"** refers to any event / abnormalities in the functioning of the equipment / specified services that may lead to deterioration, disruption in normal operations of Bank's services.

3. “**Resolution Time**” shall mean the time taken in resolving (diagnosing, trouble shooting and fixing) an incident after it has been reported at the helpdesk. The resolution time shall vary based on the category of the incident reported at the service desk. The category shall be defined and agreed between Bank and Service Provider.

Following are the requirements related to managing the service levels to be maintained in providing such services:

12.1 Service Level Agreement and Targets

This section includes the SLAs which Bank requires the Successful Bidder to manage as key performance indicators for the scope of work. The objective of the SLA is to clearly define the levels of services to be delivered by the Successful Bidder to Bank for the duration of the contract.

The following section reflects the measurements to be used to track and report performance on a regular basis. The targets shown in the following sections are for the period of contractor its revision whichever is earlier.

12.2 Service Level Measurement

Bank has defined in-scope services in the RFP and corresponding SLAs below. Bank shall evaluate the performance of the Successful Bidder on these SLAs compliance as per the periodicity defined.

The Successful Bidder shall provide, as part of monthly evaluation process, reports to verify the Successful Bidder’s performance and compliance with the SLAs. Automated data capturing, and reporting mechanism will be used for SLA reporting. The bank will leverage existing EMS tools to monitor and manage the Solution / IT Infrastructure.

If the level of performance of Successful Bidder for a particular metric fails to meet the minimum service level for that metric, it will be considered as a **Service Level Default**.

Note: All service level penalties will be reconciled at the end of every period.

12.3 Uptime Rules and LD (Liquidated Damages) for Uptime

While framing the rules for uptimes and LD, the Bank is guided by the following three principles:

- 1) No double LD/Ripple effect
- 2) Calculation of LD to be simple
- 3) LD will be levied for delay, performance and uptimes separately with Cap under each category, with an overall Cap, under all categories put together, per annum.

The intent of prescribing LD for uptimes is with a view to ensure availability of services at all times to Bank customers and end users and avoid business risk/ reputation risk and thus protect Bank interest.

12.4 Uptime (Monthly):

| Sl. No. | Category | Required uptime |
|---------|---|-----------------|
| 1. | CBS and associated Hardware/ Software in DC, DR | 99.90% |
| 2. | Primary channels (interfaces) and associated Hardware/ Software | 99.90% |
| 3. | Other channels (interfaces) and associated Hardware/ Software | 99.90% |
| 4. | Other Applications and associated Hardware/ Software | 99.90% |

| | | |
|----|--|--------|
| 5. | Services (Application, Branch Channel and Deployment of release) | 99.90% |
| 6. | Branch uptime | 98.00% |
| 7. | Hardware (Servers, Storage Devices) downtime that does not have application level impact | 99.90% |

Uptime Rules:

- 1) Wherever System Integrator monitors onsite, the downtime calculation starts from the time of hardware/ software failure leading to denial of service.
- 2) Wherever Bank monitors, the downtime calculation starts from the time of reporting by the Bank.
- 3) Preventive or scheduled maintenance done without affecting the functioning of branches and delivery channels is not considered as downtime, provided the System Integrator communicates to the Bank about details of planned or scheduled activities at least 24 hrs in advance during working days and gets all necessary approvals as per Bank policies before undertaking the planned maintenance activities.

| Network Devices | |
|---|-------------------------|
| Category wise Rules | Applicable LD |
| Failures of Channels (Interfaced with CBS) and associated Hardware & Software – ATM, NEFT, RTGS, AEPS, e-KYC, CKYC for overall downtime during the month exceeding 44 minutes. | |
| Uptime | 99.90% per Month |

**All the below mentioned timelines are from the effective date mentioned in the PO.

Timelines for Taking over AS – IS operation

| Sl. No. | Activity | Start Month (start of) | End Month (end of) |
|----------------|--|--|--|
| 1 | On Boarding of the resources Project Initiation, Detailed Project Plan Submission and sign off | M1 | M1 |
| 2 | Transition | M1 | M6 (or Nov 2019, whichever is earlier) |
| 4 | Maintain all existing applications and infrastructure under scope of this RFP | M6 (or Nov 2019, whichever is earlier) | 3 years (Contract Period) |

Section 13- Bid Procedures

13.1 Pre-Bid Preparation

- 13.2 Bidder should identify the existing software tools are in use and should factor the same in the commercial bid under license section. Bidder should submit the list of tools either existing or alternate proposed solution as per “Annexure 15- Additional Software / Tools Details”. Bidder should provide the cost of ATS

for the existing tools, which are proposed to be reused and the cost of license for the alternate solution under license section in commercial bid as per “Annexure-17 – Commercial bid format”.

Bidders should examine carefully the details of the hardware, software, tools and license interfaces etc prior to pre-bid meeting. In case of any further clarification or details the same may be raised to Bank through email to procurement@odishabank.in and itd@odishabank.in well in advance prior to Pre-Bid Meeting.

13.3 Clarification to RFP, Pre-Bid Site Visit & Pre-Bid

The Bidder should carefully examine and understand the requirements / specifications, Terms and conditions of the RFP. If required. The bidders can seek clarification, or changes in the RFP in writing, against the same serial order, as that of the RFP, by mentioning the relevant page number and clause number of the RFP as per format provided under **APPENDIX-E (Format for Pre-Bid Meeting)**.

The pre-bid queries may be sent through email in Excel format to procurement@odishabank.in and itd@odishabank.in quoting the page number, section and clause before 5:00 PM on Dt. 12.03.2019

No queries will be entertained from the bidders after the above date and time.

The queries received from prospective bidders through mail shall be discussed in the pre-bid meeting and the consolidated clarifications / corrigendum shall be made available in Bank's website <http://www.odishabank.in/>. No individual correspondence shall be made in this regard. The clarification of the Bank in response to the queries raised by the Bidder/s, and any other clarification / Amendments / corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders. No oral or individual consultation will be entertained.

13.4 Pre-Bid Meeting

Bank has the discretion to consider any other queries raised by the Bidder's representative during the pre-bid meeting. Bank will have the liberty to invite its technical consultant or any outside agency, wherever necessary, to be present in the pre-bid meeting. The pre-bid meeting of the intending bidders will be held as scheduled below to clarify any point/doubt raised by them in respect of this RFP.

| Date | Day | Time | Venue |
|------------|----------|-------|--|
| 14.03.2019 | Thursday | 11 AM | Odisha Gramya Bank Head Office Gandamunda, PO: Khandagiri Bhubaneswar -751030 (Odisha) Contact Person: A K Sarangi Land: 0674-2353025 Mob-9937553233 |

No separate communication will be sent for this meeting. If the meeting date is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the pre-bid meeting day. Authorized representatives of interested bidders shall be present during the scheduled time in this connection, Bank will allow maximum of Two (2) representatives from each Bidder to participate in the pre-bid meeting.

13.5 Amendment of Bidding Document

- a. At any time prior to deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective Bidder, may modify the bidding document, by amendment.
- b. Notification of amendments will be made available on the Bank's website (i.e. www.odishabank.in) and will be binding on all bidders and no separate communication will be issued in this regard.
- c. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of Bids.

13.6 Bid System

This is two bid systems which have following 3 (Three) parts:

Part – A –Conformity to Eligibility Criteria - Indicating their compliance to Eligibility Criteria.

The format for submission of Conformity to Eligibility Criteria is as per APPENDIX –A.

Part - B - Technical Proposal– indicating the response to the Technical specification of Servers, System Software for Virtualization. The format for submission of Technical Proposal is as per APPENDIX– B.

Part - C - Commercial Bid- Commercial bid should be submitted as per “Annexure 17 – Commercial bid format” in a separate sealed envelope along with other two envelopes.

13.7 Bidding Process

1. The Bid shall be typed or written in English language with font size of 12 in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall affix signature in all pages of the Bids, except for un-amended printed literature.
2. The three parts as stated above should be placed in three separate envelopes superscribed with 'Part – A: Conformity to Eligibility Criteria', 'Part-B: Technical Proposal' and 'Part-C: Commercial Bid' respectively and properly closed and sealed. Thereafter, all the three envelopes shall be placed inside another envelope and properly closed and sealed. The final envelope should be superscribed as **Proposal for Selection of System Integrator for Maintenance of Finacle Core Banking Solution, Allied Applications, Delivery Channels, and other services at Data Center, Disaster Recovery Center, vide RFP Number “OGB/RFP/ITD/CBS/01/2018-19” dated 05.03.2019** (includes separately sealed 'Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') on the top of the envelope. All the envelopes shall bear the name and complete postal address of the Bidder as well as the addressee, namely the **General Manager, Odisha Gramya Bank, IT Department, Head Office, Plot No J/1, Gandamunda, PO- Khandagiri, Bhubaneswar- 751030 (Odisha)**.
3. All the pages of Bid including Brochures should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be paginated with Name, Seal and Signature of the Authorized Signatory. Bids with erasing / overwriting / cutting without authentication may be liable for rejection. Authorization letter for signing the Bid documents duly signed by Company's

Authorized signatory should be submitted.

4. All the envelopes shall bear the name and complete postal address of the Bidder and authority to whom the Bid is submitted.

13.8 Part A: Conformity to Eligibility Criteria

1. Before submitting the bid, the bidders should ensure that they confirm to the eligibility criteria as stated in Section 7 of RFP. Only after satisfying themselves of the eligibility, the Offer should be submitted.
2. The Conformity to Eligibility Criteria as per Annexure-3 among others must contain Demand Draft towards the Application Money as per the Clause 18 and EMD/ Bank Guarantee in lieu of EMD. The Conformity to Eligibility Criteria should be complete in all respects and contain all information sought for, as per Appendix-A.
3. The Placement of Application Money and EMD in other than Part-A Conformity to Eligibility Criteria will make the bid liable for rejection.
4. After ensuring the above, it shall be placed inside a separate Envelope and sealed and super scribed on the top of the cover as "PART A Conformity to Eligibility Criteria for RFP for Selection of System Integrator for Maintenance of Finacle Core Banking Solution, Allied Applications, Delivery Channels and other services at Data Center, Disaster Recovery Center and Offices" vide RFP Number OGB/RFP/ITD/CBS/01/2018-19" dated 05.03.2019.
5. Bidder is to execute the Pre-contract Integrity Pact in conformity with CVC and submit the same duly executed in original.

13.9 Part B: Technical Proposal

1. Technical Proposal should be submitted as per the format in Appendix-B. Relevant technical details and documentation should be provided along with Technical Proposal.
2. It is mandatory to provide the technical details of the Solution required by the bank as per scope of this RFP as per Section 9.
3. The offer may not be evaluated and may be rejected by the Bank without any further reference in case of non-adherence to the format or partial submission of technical information as per the format given in the offer.
4. If any part of the technical specification offered by the Bidder is different from the specifications sought in our RFP, the Bidder has to substantiate the same in detail the reason for their quoting a different specification than what is sought for, like higher version or non-availability of the specifications quoted by us, invariably to process the technical offer.
5. The Bank shall not allow / permit changes in the technical specifications once it is submitted.
6. The relevant product information, brand, model number offered, printed product brochure, technical specification sheets etc. should be submitted along with the Offer. Failure to submit this information along with the offer may result in disqualification.
7. The Technical Proposal should be complete in all respects and contain all information sought for, as per Appendix-B. Masked Bill of Material must be attached in Technical Offer and should not contain any price information. The Part B-Technical Proposal should be complete and should cover all products and services. Technical Proposal without masked Bill of Materials will be liable for rejection.
8. Masked Commercial bid which is not as per below instruction will make Bid liable for rejection.
9. Masked Bill of Material Should be replica of Commercial Bid except that it should not contain any price information (with Prices masked).
10. It should not provide any price information like, unit price, tax percentage, tax amount, AMC/

ATS charges, Implementation charges etc.

11. After ensuring the above, it shall be placed inside a separate Envelope and sealed and super scribed on the top of the cover as "PART B Technical Proposal for RFP for Selection of System Integrator for Maintenance of Finacle Core Banking Solution, Allied Applications, Delivery Channels and other services at Data Center, Disaster Recovery Center vide RFP Number "OGB/RFP/ITD/CBS/01/2018-19" dated 05.03.2019.

13.10 Part C- Commercial Bid

1. Commercial Bid should be submitted as per "Annexure 17 – Commercial bid format".
2. Any deviations from the Bill of Material / non-submission of prices as per the format shall make the bid liable for rejection.
3. Under no circumstances the Commercial Bid should be kept in Part-A (i.e. Conformity to Eligibility Criteria) or Part B (i.e. Technical Proposal) Covers. The placement of Commercial Bid in Part A (i.e. Conformity to Eligibility Criteria) or Part B (i.e. Technical Proposal) covers will make bid liable for rejection.
4. The Bill of Material (must be attached in Technical Proposal as well as Commercial Bid. The format will be identical for both Technical Proposal and Commercial Bid, except that the Technical Proposal should not contain any price information (with Prices masked). Any change in the Bill of Material format may render the bid liable for rejection.
5. Bidder must take care in filling price information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.
6. Any change in the Bill of Material format may render the bid liable for rejection. The Commercial Bids that are incomplete or conditional are liable to be rejected.
7. The price would be inclusive of all applicable taxes under the Indian law like customs duty, freight, forwarding, insurance, delivery, etc. but exclusive of only applicable GST, which shall be paid / reimbursed on actual basis on production of bills with GSTIN. Any increase in GST will be paid in actuals by the bank or any new tax introduced by the government will also be paid by the bank The entire benefits / advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to Bank. The price quoted by the Bidder should not change due to exchange rate fluctuations, inflation, market conditions, and increase in custom duty. The bank will not pay any out of pocket expense.
8. After ensuring the above, it shall be placed inside a separate Envelope and sealed and superscribed on the top of the cover as "PART C Commercial Bid for Selection of System Integrator for Maintenance of Finacle Core Banking Solution, Allied Applications, Delivery Channels, Facilities Management and other services at Data Center, Disaster Recovery Center, Branches and Offices vide RFP Number "OGB/RFP/ITD/CBS/01/2018-19" dated 05.03.2019

13.11 Erasures or Alterations

The Offers containing erasures or alterations, or overwriting will not be considered. There should be no hand-written material, corrections or alterations or overwriting in the offer. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. The Bank may treat such Offers as not adhering to the tender guidelines and as unacceptable.

13.12 Assumptions/ Presumptions/ Modifications

The Bank would like to expressly state that any assumption, presumptions, modifications, terms, conditions, deviation etc., which the Bidder includes in any part of the Bidder's response to this

RFP, will not be taken into account either for the purpose of evaluation or at a later stage, unless such assumptions, presumptions, modifications, terms, conditions deviations etc., have been accepted by the Bank and communicated to the Bidder in writing. The Bidder at a later date cannot make any plea of having specified any assumption, terms, conditions, deviation etc., in the Bidder's response to this RFP. No offer can be modified or withdrawn by a Bidder after submission of Bid/s.

13.13 Submission of Bids

The name and address of the Bidder, RFP No. and Due Date of the RFP are to be specifically mentioned on the Top of the envelope containing Bid.

1. The bid/s properly super scribed in the manner prescribed in earlier clauses of this RFP should be deposited in the Tender Box kept at the Place, Venue, Date and Time mentioned below: -

| Last Date of Submission of Bid | Day | Time | Venue |
|--------------------------------|--------|-----------|--|
| 15.04.2019 | Monday | 17:00 Hrs | Odisha Gramya Bank Head Office Gandamunda PO- Khandagiri Bhubaneswar -751030 (Odisha) |

2. If last day of submission of bids is declared a holiday under NI Act by the Government subsequent to issuance of RFP the next working day will be deemed to be the last day for submission of the RFP. The Bid/s which is/are deposited after the said date and time shall not be considered.
3. Bids sent through post/courier will not be accepted/ evaluated. Bids should be submitted in the tender Box.
4. If the envelopes containing bid documents, including the outer envelope is not sealed and marked in the prescribed manner, the Bank will assume no responsibility for the bid's misplacement or premature opening.

The following officials will facilitate in bid related queries and make arrangements for deposit of bid documents:

| First Official | Alternate Official |
|--|---|
| Ashok Kumar Sarangi Sr. Manager, (IT) Odisha Gramya Bank, Head Office, J/1, Gandamunda PO- Khandagiri, Bhubaneswar -751030 Tel : 0674-2353025 / 9937553233 | Swarup Kumar Basa Senior Manager & H.O.D. (IT) Odisha Gramya Bank, Head Office, Bhubaneswar -751030 Tel :0674-2353045 / 9437032392 |

13.14 Bid Opening

The Part A- Conformity to Eligibility Criteria shall be opened in the presence of the Bidder's representative/s who may choose to attend the bid opening as per following schedule:

| Date | Day | Time | Venue |
|------|-----|------|-------|
|------|-----|------|-------|

| | | | |
|------------|---------|-----------|--|
| 16.04.2019 | Tuesday | 11:00 Hrs | Odisha Gramya Bank Head Office Gandamunda PO- Khandagiri Bhubaneswar -751030 |
|------------|---------|-----------|--|

- 1) Attendance of all the representatives of the bidders who are present at bid opening will be taken in a register against Name, Name of the company and with full signature.
- 2) The bidders may note that no further notice will be given in this regard. Further, in case the bank does not function on the aforesaid date due to unforeseen circumstances or holiday if declared under NI Act then the bid will be accepted up to 16:00 Hrs on the next working day and bids will be opened at 17:00 Hrs at the same venue on the same day.
- 3) The following details will be announced at the time of bid opening:
- 4) Bidders name
- 5) Presence or absence of cost of the bidding document and bid security (In case of Technical Bid opening)
- 6) Any other detail that the Bank at its discretion may consider appropriate.
- 7) If any of the bidders or all bidders who submitted the tender are not present during the specified date and time of opening it will be deemed that such Bidder is not interested to participate in the opening of the Bid/s and the bank at its discretion will proceed further with opening of the Part A -Conformity to Eligibility Criteria in their absence.
- 8) The Part A- **Conformity to Eligibility Criteria** submitted by the Bidder will be evaluated based on the eligibility criteria stipulated. The Part B-Technical Proposal of only those bidders who qualified in **Part A- Conformity to Eligibility Criteria** will be opened with due communication by the Bank.
- 9) The Technical Bid of only those bidders who qualified in **Part A- Conformity to Eligibility Criteria will be evaluated.**

The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. This waiver shall be binding on all the bidders and the Bank reserves the right for such waivers.

13.15 Evaluation of Bids

The objective of the evaluation process is to evaluate the bids to select an effective and best fit solution at a competitive price. The evaluation by Bank will be undertaken by an internal committee formed by Bank. Bank may consider recommendations made by external experts / consultants on the evaluation. The decision of the committee shall be final.

The evaluation will be a three-phase process:

- Phase 1 – Eligibility Criteria Evaluation
 - Phase 2 – Technical Proposal Evaluation
 - Phase 3 – Commercial Bid Evaluation
- a) Bank will use a scoring mechanism defined in the RFP to score each of the RFP responses with appropriate apportionment of scores. The Bidders who qualify the eligibility and technical evaluation criteria shall be considered for Commercial evaluation and the successful Bidder will be determined based on the Lowest Commercial Quote L1.

- b) Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the required format.
- c) Bank may call for any clarifications / additional particulars required, if any, on the technical / commercial bids submitted. The Bidder has to submit the clarifications / additional particulars in writing within the specified date and time. The Bidder's offer may be disqualified, if the clarifications / additional particulars sought are not submitted within the specified date and time.
- d) Bank reserves the right to call for presentation/s, service model, on the features of the solution offered etc., from the bidders based on the technical bids submitted by them. Based upon the final technical scoring, short listing would be made of the eligible bidders for final commercial evaluation.

13.16 Evaluation Process

Initially only the Eligibility bids will be opened and evaluated. Only the bids that qualify the eligibility criteria will be considered for technical bid evaluation. The Technical Bid of only those bidders who qualified in **Part A- Conformity to Eligibility Criteria will be evaluated.**

- a) Thereafter, the technical bids will be evaluated, and a technical score would be arrived at.
- b) In second stage, only those bidders, who have qualified in the technical evaluation, shall be invited for commercial bid opening. The evaluation methodology is as under:

13.17 Eligibility Bid Evaluation

- a) Bank shall scrutinize the Eligibility bids submitted by the Bidder. A thorough examination of supporting documents to meet each Eligibility Criteria (section 7) shall be conducted to determine the eligible bidders. Bidders not complying with the eligibility criteria are liable to be rejected and shall not be considered for Technical Evaluation.
- b) The bidders complying with the eligibility criteria (mentioned in Section 7) in entirety shall be considered for technical evaluation.

13.18 Technical Bid Evaluation

- a) The Technical Proposals of only those bidders shall be evaluated who have satisfied the eligibility criteria as per the terms and conditions of the RFP.
- b) Bank may seek clarifications from any or each Bidder as a part of technical or eligibility evaluation. All clarifications received within stipulated time shall be considered for evaluation. In case a clarification is not received within the stipulated time, the respective technical or eligibility parameter would be treated as non-compliant and decision to qualify or otherwise the matter shall be accordingly taken by the Bidder.

The proposal submitted by the bidders shall, therefore, be evaluated on the following criteria:

| Parameter | Percentage weightage | Maximum Marks | Minimum Passing % | Minimum Passing Marks |
|---|----------------------|---------------|-------------------|-----------------------|
| Bidder Credential Strengths | 40% | 400 | 80% | 320 |
| Manpower Credentials (Quality of manpower proposed) | 40% | 400 | 80% | 320 |
| Bidder Technical Presentation (Overall Solution Presentations) | 10% | 100 | 80% | 80 |
| Site Visits | 10% | 100 | 80% | 80 |

| | | | | |
|--------------|-------------|-------------|------------|------------|
| Total | 100% | 1000 | 80% | 800 |
|--------------|-------------|-------------|------------|------------|

The evaluation/selection process will involve assessment of technical competence and commercial advantage as detailed here below.

- i. A maximum of 1000 marks will be allocated for the technical bid.
- ii. The evaluation of functional and technical capabilities of the bidders of this RFP will be completed first as per the following guidelines. The technical proposals only will be subjected for evaluation at this stage.

The bidders scoring **less than 80% marks** (cut-off score) out of 1000 marks in the technical evaluation shall not be considered for further selection process and their offers will be dropped at this stage. The evaluation Parameters, bidders should score a minimum as mentioned in the above table. Bidder fulfilling the parameters stated above shall be considered as technically qualified. Once the evaluation of technical proposals is completed, the bidders who score more than the prescribed cut-off score will be shortlisted for further tender process.

In case none of the participating bidders qualify on technical criteria by reaching or exceeding the cut off score of 80%, then the bank, at its sole discretion, may relax the cut-off score to a lower value, which, in any case, shall not fall below 75%. In case at least two participants have not scored 75%, then the Bank reserves the right to cancel and go for retendering process. However, this would be at the sole discretion of the Bank.

The evaluation of technical proposals, among other things, will be based on the following:

| Sl. No. | Technical Evaluation | Evaluation Approach |
|----------------|--|---|
| 1 | Bidder's Credential Strengths (Max Marks 400) | 1) The Bidder should have managed/supported Finacle Core Banking Solution to customer's satisfaction in at least 1(one) scheduled Commercial Bank with minimum 750 branches in India- 320 Marks 2) The Bidder should have managed/supported Finacle Core Banking solution satisfactorily in at least 2(Two) scheduled Commercial Bank with minimum 500 branches in India – 50 Marks 3) The Bidder should have managed/supported Finacle Core Banking solution satisfactorily in at more than 2 (Two) scheduled Commercial Bank with minimum 750 branches in India – 30 Marks |

| | | |
|---|--|---|
| 2 | Manpower Credentials (Quality of manpower proposed) (Max Marks 400) | <p>1). Experience of Program Director:- Should have more than 15 years of relevant experience as Program Manager and should have experience of Program Managing Implementation and Operations of Finacle implementation in one or more scheduled commercial bank in India having more than 750 branches – (100 Marks)</p> <p>2). Experience of Project Manager (Application):- Should have more than 10 years of relevant experience as Program Manager and should have experience of Program Managing Implementation and Operations of Finacle implementation in one or more scheduled commercial bank in India having more than 750 branches – (100 Marks)</p> <p>3). Experience of Project Manager (Infrastructure):- Should have more than 10 years of relevant experience as Program Manager and should have experience of Program Managing Implementation and Operations of Storage, Server, Middleware, Backup solution in one or more scheduled commercial bank in India having more than 750 branches – (100 Marks)</p> <p>4) Experience of the Module Lead:- Should have >8 years of relevant experience in the respective Module and should have worked as a Functional lead for Finacle Core banking Solution in at least two scheduled Bank in India having more than 750 branches (100 marks).</p> |
| 3 | Bidder Technical Presentation (Overall Solution Presentations Max Marks 100) | <ul style="list-style-type: none"> • Transition Plan (10Marks) • Understanding of Bank’s business and Operating environment (10 Marks) • Demonstration of organization capability for the proposed initiative (15 Marks) • Service Model demonstration (15 Marks) • Demonstration of value proposition offered in the bid which shall enable the success of the project. (10 Marks) • Project timelines (10 Marks) • Demonstration of at least two accelerators or value addition for the proposed solution that brings in distinct solution advantage or implementation time or savings in efforts (15 Marks) • Bidder experience of upgrading Finacle from Oracle 11gR2 to Oracle 12C on Finacle 7.0.18 (25 Marks) |
| 4 | Site Visit (Max Marks 100) | <p>A Committee of people from Bank would carry out Reference Site Visits with the existing customers of the Bidder. The vendor should arrange the site visits where the solution is implemented. The inputs that have been received from the Customer would be considered by Bank and this might not need any documentary evidence. This rating would be purely on the inputs provided by the Bidder’s customers. (Maximum 100 marks)</p> |

At the sole discretion and determination of the Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP.

Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.

13.19 Commercial Bid Evaluation

Commercial bid of only those Bidders shall be opened who have been Technically Qualified on the basis of Technical Proposal.

Bank will select the lowest commercial bid through Online Reverse Auction Process. The Bank will notify the date and time for participating in the Online Reverse Auction process to the technically qualified Bidders.

The Bidder with the lowest commercial Bid after the successful completion of the online reverse Auction process will be declared Successful L1 Bidder shall be considered for award of Contract.

Commercial Bid Valuation shall be considered as below in case of any discrepancy:

1. If there is a discrepancy between words and figures, the amount in words shall prevail.
2. If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail.
3. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of bank, there is an obvious error such as a misplacement of a decimal point, in which case the line item total will prevail.
4. Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the schedule of prices, the amount obtained on totalling the line items in the Bill of Materials will prevail.
5. The amount stated in the correction form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall price to rise, in which case the bid price shall prevail.
6. If there is a discrepancy in the total, the correct total shall be arrived at by bank.
7. In case the Bidder does not accept the correction of the errors as stated above, the bid shall be rejected.
8. At the sole discretion and determination of the bank, the bank may add any other relevant criteria for evaluating the proposals received in response to this RFP.
9. Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.
10. All liability related to non-compliance of this minimum wages requirement and any other law will be the responsibility of the Bidder.
11. The highest technical Bidder shall not automatically qualify for becoming selected Bidder and for award of contract by the bank.
12. The bank shall not incur any liability to the affected Bidder on account of such rejection.
13. The Bidder whose technical and commercial bid is accepted will be referred to as "Selected Bidder" and the bank will notify the same to the selected Bidder.
14. The selected Bidder shall provide revised TCO and the revised break-up of the cost items.
15. The final decision on the successful Bidder will be taken by the bank. The implementation of the project will commence upon signing of a contract between the Bank and the selected Bidder based on the evaluation.
16. If for some reason, the successful Bidder fails to execute the agreement within a specified timeline, the bank reserves the right to award the contract to the next most eligible Bidder based on the evaluation scores and commercial prices quoted.

13.20 Normalization of Bids

1. The Bank may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that, shortlisted bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that, any of the Bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the technically shortlisted bidders to re-submit the technical and commercial bids once again for scrutiny.
2. The resubmissions can be requested by the Bank in the following manner: -
 - a. Incremental bid submission in part of the requested clarification by the BankOr,
 - b. Revised submissions of the entire bid in the whole.
3. The Bank can repeat this normalization process at every stage of bid submission till Bank is satisfied. The shortlisted bidders agree that, they have no reservation or objection to the normalization process and all the technically shortlisted bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process.
4. The shortlisted bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

13.21 Intimation to Qualified/ Successful Bidders

The Bank will prepare a list of technically qualified bidders on the basis of evaluation of Part – B Technical Proposal and the names of qualified bidders would be announced on Bank's website (www.odishabank.in). Only qualified bidders shall participate in the Reverse Auction. After the entire completion of selection process, final list of the bidders (L1, L2, L3 etc.) will be announced as indicated above. No separate intimation will be sent to successful Bidder.

13.22 Determination of L1 Price:

L1 Price will be determined after giving effect to arithmetical correction, if any. The L-1 Bidder will be determined on the basis of the lowest price quoted as per "Annexure – 17 – Commercial bid format". Bidder quoted with lowest price as per "Section: 5 – Total Cost" in commercial bid format.

Section 14- Delivery instructions

14.1 Execution of Agreement

1. Within 30 days from the date of acceptance of the Order, the selected Bidder shall sign a stamped "Agreement" with the Bank at Bhubaneswar as per the format to be provided by the Bank. Failure to execute the Agreement makes the EMD liable for forfeiture at the discretion of the Bank and also rejection of the selected Bidder.
2. The Agreement shall include all terms, conditions and specifications of RFP and also the Bill of Material and Price, as agreed finally after Bid evaluation and negotiation. The Agreement shall be executed in

English language in one original, the Bank receiving the duly signed Original and the selected Bidder receiving the photocopy. The Agreement shall be valid till all contractual obligations are fulfilled.

14.2 Delivery, Installation and Maintenance

The successful Bidder should provide maintenance and support for all the hardware installed / implemented at the DC/DR, within a t h r e e weeks from the date of acceptance of the Order.

14.3 Liquidated Damages

Liquidated Damages represent an estimate of the loss or damage that the Bank may have suffered due to a failure on the Bidder's part to meet the expected levels of performance (schedule, quality or other aspects of performance) of the obligations (relating to delivery, installation, operationalization, implementation, customization, training, acceptance, warranty, application / infrastructure management services etc. of the proposed solution/services).

In this RFP, LD and associated Caps that will be applicable, based on the scope covered under this RFP are given below. Please note that LD will be applicable separately for each of the below categories.

System Uptime and Support Services (where relevant)

1. Liquidated Damages applicable for failure to comply with System Uptime related Service Levels are as defined under Section 10.3 (Uptime Rules and LD for Uptime).
2. Cap on overall LD per annum for Uptime related SLAs – Limited to amount not exceeding 10% of the overall project cost per annum.

Other Services (Installation / Implementation / Upgrade Services) delivered by the Bidder

The Bank will consider the inability of the Bidder to deliver services or install the equipment within the specified time limit as a breach of contract and would entail the payment of Liquidated Damages on the part of the Bidder.

The delivery of the above services will be treated as incomplete in one/all of the following situations:

- a. Non-delivery of any component or other services mentioned in the order.
 - b. Non-delivery of supporting documentation.
 - c. Delivery/ availability, but no installation of the components and/or software.
 - d. No integration.
 - e. No Implementation
 - f. System operational, but not meeting RFP requirements
 - g. Delay in delivery of agreed services beyond the timeline specified in the RFP or committed by the Bidder during the period of the contract
1. In any of the above scenarios, Bank may at its option demand and recover from the Successful Bidder(s) an amount equivalent to 1 (one) percent of the incomplete / undelivered portion of the services for every week of delay or part thereof, subject to 5% of the overall contract value during warranty period and 10% of the overall contract value during AMC and ATS period.
 2. It must be noted that LD cap will be applicable separately to the above categories (1, 2 or 3). Once the maximum is reached for any one of the categories or together as a whole, the Bank may consider termination of the contract. Further, the Bank also reserves the right to cancel the order and invoke the Bank Guarantee / Performance Guarantees after giving a notice period of 1 month in case of

inordinate delays or unacceptable quality by the Bidder in the delivery of services or installation of the equipment as the case may be.

3. Bank may foreclose the bank guarantee without any notice:
 - a. In the event of Bank agreeing to extend the date of delivery at the request of Successful Bidder(s), it is a condition precedent that the validity of Bank guarantee shall be extended by further period as required by Bank before the expiry of the original bank guarantee. Failure to do so will be treated as breach of contract. In case of such an event, Bank, however, reserves its right to foreclose the bank guarantee. However, In case there is a loss due to data corruption the amount shall be recovered in full for the damage.
 - b. The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the Bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from Bidder or from any other amount payable to the Bidder in respect of other Orders levying liquidated damages without prejudice to the Bank's right to levy any other penalty where provided for under the contract.
 - c. All the above LDs are independent of each other and are applicable separately and concurrently.
 - d. LD is not applicable for the reasons attributable to the Bank and Force Majeure.

Section 15 - Pricing and Payments

- 8.1 The Price offered to the Bank must be in Indian Rupees, and inclusive of Duties/Insurance/Freight but Exclusive of all GST. The Vendor has to quote the applicable taxes separately.
- 8.2 The item value along with GST should be claimed in the invoice, location wise and GST will be paid in actual at our end. However please note that taxes will be paid to the maximum of taxes indicated in the Bill of Material.
- 8.3 No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the offer validity period.
- 8.4 From the date of placing the order till the delivery of the systems, if any changes are brought in the duties such as excise/customs etc., by the Government, resulting in reduction of the cost of the systems, the benefit arising out of such reduction shall be passed on to the Bank.
- 8.5 Applicable Taxes will be paid at actual.

Section 16 - Payment Terms

All Payments will be processed through e-payment mode only by way of NEFT / RTGS. All Payment will be released by the Bank on production of relevant documents and GST compliant invoice. The Invoices should be raised on Odisha Gramya Bank, Head office, Gandamunda, PO- Khandagiri, Bhubaneswar -751030, Odisha, as per the purchase order. The invoices should be submitted to the Project office at the below address:

The General Manager, IT
Odisha Gramya Bank,
Head Office,
At-Gandamunda,

PO- Khandagiri,
Bhubaneswar – 751030
(Odisha)

1. The Bank shall release the payment of each undisputed Invoice raised in accordance with this RFP and subsequent Purchase Order/s within thirty (30) Working Days after its receipt unless otherwise mutually agreed in writing, provided that such invoice accompany the required documents together with evidence of delivery / installation and payable under this RFP and subsequent Purchase Order.
2. The Bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.
3. The scope of work is divided in different areas and the payment would be linked to delivery and acceptance of each area as explained below.
4. No advance payment will be provided on awarding the contract.
5. Payment will be released as per Commercial Bid and as per the Purchase order. The item wise payment schedule will be as follows:
 - **ATS Cost:**
 - a. 100% of the ATS cost, will be payable as per the schedule and agreement.
 - b. Database License, Middleware and Operating System Cost : 100% payment of the licenses on successful delivery
 - **Facility Management Cost**
 - a. The fees for application L 2 support, DBA and other resources would be payable Quarterly in arrears, at the end of the Quarter, on actuals, as per the approved commercial submitted by the Bidder and on verification of the Bank.
 - b. Also, the payments for that quarter will be made only after the acceptance of the milestones and relevant activities/deliverables for that quarter. Any delay in achievement of the milestones or deliverables will result in further delay of the payment.
 - c. The Vendor's request(s) for payment shall be made to Bank in writing (Invoice) accompanied by Service Level Requirements and compliance reports for which payments is being claimed.
 - d. All the payments to the Vendor shall be subject to the report of satisfactory accomplishment of the concerned task, to be submitted by the Project coordinating team, as appointed by the Bank for this purpose.

Section 17 – General Terms

17.1 Order Cancellation/ Termination of Contract

The Bank reserves the right to cancel the contract of the selected Bidder and recover expenditure incurred by the Bank on the following circumstances:

1. The selected Bidder commits a breach of any of the terms and conditions of the contract.
2. The Bidder goes in to liquidation voluntarily or otherwise.
3. An attachment is levied or continues to be levied for 7 days upon effects of the bid.

4. The progress regarding execution of the contract by the Bidder is unsatisfactory.
5. Deduction on account of penalties exceeds 5% of the total contract price during warranty period and 10% of the total contract price during AMC / ATS period.

After the award of the contract, if the selected Bidder does not perform satisfactorily or delays execution of the contract, the bank will provide 15 days cure period to the Bidder however the Bank reserves the right to get the balance contract executed by another party of its choice if selected Bidder does not perform satisfactorily at the end of 15 days cure period. In this event, the selected Bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out the bidding process for the execution of the balance of the contract. This clause is applicable if for any reason the contract is cancelled.

The Bank reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and / or invoking Bank Guarantee, if any, under this contract or any other contract /order.

17.2 Scope Involved during Warranty and AMC Period

During the period of contract up to completion of Warranty and also during Annual Maintenance Contract, the Bidder shall perform the following:

1. Bidder needs to factor all the AMC, Tools and ATS of all in-scope application, and infrastructure. Bidder will have to perform under mentioned activities during the period.
2. If any software and Hardware updates provided by the OEM free of cost, it should be provided to the Bank, installed & configured by the selected Bidder free of cost during contract period.
3. Any corruption in the Software or media shall be rectified during the full period of the contract at no extra cost to the Bank.
4. The system spare parts/services, as and when required, and complete maintenance of the Servers, Storage Systems and other Items during warranty period and AMC shall be supported for a period to be specified by the bank for the period of contract.
5. The support shall be given in person or through telephone, FAX, letter and E-mail within a reasonable time as the case may be.
6. Only licensed copies of software shall be supplied and ported in the Servers, Storage Systems and other Items. The Bidder shall grant an irrevocable perpetual license to the Bank to use the software. Further, all software supplied shall be of latest version.
7. The Bidder shall provide centralized complaint booking facility to the bank and the dash board, if available, shall be provided to the Bank. The method of booking complaints shall be E-mail, Toll-free no, on line portal, web, etc.

17.3 Mean Time between Failures (MTBF)

If during the AMC period, any hardware items fails (hardware) on four or more occasions in a quarter, such hardware items shall be replaced by equivalent / superior new hardware items by the vendor at no additional cost to the Bank.

17.4 Defect Liability

The guaranteed performance as specified herein, within the warranty and AMC period of the contract and the Bidder shall forthwith replace/make good such defective supplies at no extra cost to the bank without prejudice to other remedies as may be available to the bank as per RFP terms.

17.5 Intellectual Property Rights

1. Bidder warrants that the inputs provided/ deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. The Bidder should ensure that the Hardware and Software supplied to the Bank shall not infringe the third party intellectual property rights, if any. The Bidder has to ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as Bidder.
2. In the event the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights during or beyond the period of the contract, Bidder shall at its choice and expense: [a] procure for Bank the right to continue to use such deliverables; [b] replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or [c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse bank for any amounts paid to Bidder for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the Bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed solution.
3. The indemnification obligation stated in this clause apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party]. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.
4. The Bidder acknowledges that business logics, work flows, delegation and decision-making processes of Bank are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of Hardware/Software.

17.6 Indemnity

1. The Bidder shall keep and hold the Bank indemnified against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may have been caused by or suffered because of action taken against the Bank arising out of:
 - i. The breach, default or non-execution of undertakings, warranties, covenants or obligations by the Bidder;

- ii. Any contravention or Noncompliance with any applicable laws, regulations, rules, statutory or legal requirements by the Bidder;
 - iii. All indemnities shall remain valid notwithstanding expiry or termination of the contract and Bidder shall continue to be liable under the indemnities.
2. Further, the Bidder shall indemnify, Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of Servers & System Software, Tools and Licenses supplied by them.
 - i. All indemnities shall survive notwithstanding expiry or termination of the contract and Bidder shall continue to be liable under the indemnities.
 - ii. The limits specified above said clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss of damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.
 - iii. All Employees engaged by the Bidder shall be in sole employment of the Bidder and the Bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall be Bank be liable for any payment or claim or claim or compensation (including but not limited to compensation on account of injury / death / termination) of any nature to the employees and personnel of the Bidder.
3. Bidder's aggregate liability shall be subject to an overall limit of the total Cost of the project.

17.7 Assignment

The vendors shall not assign to any one, in whole or in part, its obligations to perform under the RFP/contract, except with the Bank's written consent.

If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP/Contract shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Bank and the Vendor under this RFP.

17.8 Publicity

Any publicity by the Bidder in which the name of the Bank is to be used will be done only with the explicit written permission of the Bank.

17.9 Insurance

The Hardware installed will be insured by the Bidder against all risks of loss or damages from the date of shipment till such time, the same is delivered and installed at site and handed over to the Bank/Office.

17.10 Guarantees

In the case of software, the Bidder should guarantee that the software supplied to the Bank includes all latest patches, upgrades/ updates etc., and the same are licensed and legally obtained.

17.11 Confidentiality and Non-Disclosure

1. The Bidder shall take all necessary precautions to ensure that all confidential information are treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend; indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information. The Bidder shall furnish an undertaking as given in ANNEXURE-7.
2. No media release/public announcement or any other reference to the RFP or any program there under shall be made without the written consent of the Bank, by photographic, electronic or other means is strictly prohibited.

17.12 Amendments to the Agreement

Once contract agreement and AMC agreement are executed with the Bidder, no amendments or modifications of Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing.

Unless it is specifically mentioned in purchase order, in case of any dispute, the requirements stated in the RFP will be taken as the final requirement.

17.13 Force Majeure

- 1 The Bidder shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the Bidder, i.e. Force Majeure.
- 2 For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the Bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the Bidder, resulting in such a situation.
- 3 In the event of any such intervening Force Majeure, the Bidder shall notify the Bank in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the Bank, the Bidder shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.
- 4 In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the Bidder shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the Bidder.
- 5 Similarly if a situation is created by any Government order for which the requirements undergo changes or new requirements get created, the Successful Bidder will have to comply with the Government instructions since it goes beyond the control of the Bank. The Bank will have to notify the Successful Bidder in writing informing them of the Government decision and request them to comply with the Government instructions.

17.14 Corrupt and Fraudulent Practices

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

- 8 "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- 9 The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 10 The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time, it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 11 The decision of Bank in determining the above aspects will be final and binding on the all the Bidders. No Bidder shall contact through any means of communication the Bank or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.
- 12 Any effort/attempt by a Bidder to influence the Bank in its decision on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid and/or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.
- 13 The selected Bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor for the scope of work covered in this RFP.

17.15 Resolution of Disputes

All disputes and differences of any kind whatsoever, arising out of or in connection with this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days' notice in writing to the other party clearly setting out there in the specific disputes. In the event of absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators; one to be nominated by each party and the said arbitrators shall appoint a presiding arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. The venue of arbitration shall be Bhubaneswar, INDIA.

17.16 Modification/ Cancellation of RFP

The bank reserves the right to modify/cancel/re-tender without assigning any reasons whatsoever. The bank shall not incur any liability to the affected Bidder(s) on account of such rejection. Bank shall not be obliged to inform the affected Bidder(s) of the grounds for the Bank's rejection/cancellation.

17.17 Legal Disputes and Jurisdiction of the Court

1. Without limitation, a right for recovery of any amounts and related costs and The Bank Clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain Bidder/prospective Bidder from committing any violation or
2. Enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including a right for damages.

3. All disputes and controversies between Bank and Bidder shall be subject to the exclusive jurisdiction of the courts in Bhubaneswar and the parties agree to submit themselves to the jurisdiction of such court as this RFP/contract agreement shall be governed by the laws of India.

17.18 Merger and Amalgamation

In the event of any merger or amalgamation:

- The vendor shall not assign to any one, in whole or in part, its obligations to perform under the RFP/contract, except with the Bank's written consent
- If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP/Contract shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Bank and the Vendor under this RFP
- On the Bank' request, the Bank and the System Integrator shall prepare and implement an integration plan to integrate the technology services of the acquired entity with that of the relevant Bank.

17.19 Master Service Agreement and Invoice Raising Mechanism

Bidder needs to sign an agreement with OGB. Bidder needs to note that all invoices raised on Bank needs to be spilt as per the following methodology. However, for all coordination related to release of payments, penalty calculations and for any other clarification Bidder needs to liaise with OGB Head Office.

ANNEXURES

To,
General Manager, **Odisha Gramya**
Bank, Head Office,

IT Department
Gandamunda, PO: Khandagiri, Bhubaneswar
751030 (Odisha)

Vendors to verify the checkpoints and ensure accuracy of the same before submission of the Bid:

| ANNEXURES (to be submitted with Part A- conformity to Eligibility Criteria) | |
|--|---|
| 1 | Checklist |
| 2 | Bid Covering Letter |
| 3 | Eligibility Criteria Declaration |
| 4 | Applicant's Profile |
| 5 | Details of Offices/ Branches/ Service Centers |
| 6 | Authorization Letter Format Track Record |
| 7 | Track Record of Past Experience |
| 8 | Non-Disclosure Agreement |
| 9 | Bank / DD for EMD |
| 10 | DD for Tender Document |
| 11 | Certificate of Good governance and Project Management |
| ANNEXURES (to be submitted with Part B- conformity to Technical Criteria) | |
| 1 | Technical Bid Covering Letter Format |
| 2 | Proposed Team Profile |
| 3 | Resource Deployment Plan during Implementation Phase |
| 4 | Undertaking of Authenticity |
| 5 | Compliance Statement |
| 6 | Undertaking Letter |
| 7 | Escalation Matrix |
| 8 | Manufacturer/Authorized Distributor in India Form |
| 9 | Functional and Technical Specification |
| 10 | Storage Augmentation |
| 11 | Masked Bill of Material |
| ANNEXURES (to be submitted with Part C- conformity to Commercial Criteria) | |
| 1 | Covering Letter for Commercial Bid |
| 2 | Bill of Material (Indicative) |

Vendors to verify the checkpoint and ensure accuracy of the same before submission of the bid

Date:

Signature with Seal

Name:

.....Designation:...

.....

Annexure 1- Checklist

| SI No | Other Clauses | Response (Yes or No) |
|-------|---|----------------------|
| 1 | Whether Cost of the Tender document (demand draft is payable at Bhubaneswar) submitted along with Part A- Conformity to Eligibility Criteria | |
| 2 | Whether EMD/ Bank Guarantee submitted in Part A- Conformity eligibility Criteria | |
| 3 | Whether the Bid is authenticated by authorized person? Copy of Power of Attorney or Authorization letter from the company authorizing the person to sign the bid document to be submitted in Part A-Conformity to Eligibility Criteria | |
| 4 | Whether all pages are authenticated with signature and seal (Full signature to be affixed and not initials). Erasures / Overwriting / Cutting / Corrections authenticated Certification/ Undertaking is authenticated? | |
| 5 | Whether Call log in Procedure, Preventive and Break down / Corrective Maintenance is provided? | |
| 6 | Whether address of Office on which order has to be placed is dedicated in Annexure 4 | |
| 7 | Whether ensured that, the Hardware Items quoted if any are not End Of life/End Of Support? | |
| 8 | Whether ensured that, the separately sealed envelopes containing Part A- Conformity to Eligibility Criteria, Part B-Technical Proposal and Part C- Commercial Bid and sealed in another big envelope super scribed as per RFP instructions. The Name of the Bidder and Due date of the RFP is specified on the top of the envelope. | |
| 9 | Whether ensured Indexing of all Documents submitted with page numbers? | |
| 10 | Whether replica of Price Bid (Masked price bid) as per Bill of Material is submitted in Technical- Part B | |

Vendors to verify the above checklist and ensure accuracy of the same before submission of the Checked for accuracy

The Authorization letter as per format ANNEXURE-5 is to be carried in person and shall not be placed inside any of the bid covers.

Date:

Signature with Seal

Name:

Designation:.....

Annexure 2- Bid Covering Letter Format

RFP No:

Date:

The General Manager,
Odisha Gramya Bank,
Head Office,
IT Department
Gandamunda, PO: Khandagiri
Bhubaneswar – 751030 (Odisha)

Dear Sir,

SUB: RFP for "Selection of System Integrator for Maintenance of Finacle Core Banking Solution (7.0.18), Allied Applications and Delivery Channels at Data Center, Disaster Recovery Center"

Having examined the tender document including all Annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to take part in Selection of System Integrator for Maintenance of Finacle Core Banking Solution, Allied Applications and Delivery Channels at Data Center, Disaster Recovery Center, Branches and Offices in conformity with the said tender in accordance with the schedule of prices indicated in the commercial offer and made part of this offer.

If our offer is accepted, we undertake to complete the project as per the timelines mentioned in the RFP Section 11.

If our offer is accepted, we undertake to provide Service support for the existing devices as per the above referred RFP, during three years under AMC and 3 years ATS, if contracted.

We enclose a Demand Draft /Bank Guarantee in lieu of EMD for Rs.30,00,000/- in favour of Odisha Gramya Bank as EMD.

We agree to abide by this offer till calendar months from the date of last day for submission of offer (Bid) and for such further period as mutually agreed between the bank and successful Bidder, and agreed to in writing by the Bidder. We also agree to keep the Earnest Money Deposit/Bank Guarantee in lieu of EMD during the entire validity period of the tender. However, if we withdraw our offer within the said validity period, you shall have the right to forfeit the EMD/invoke the Bank Guarantee in lieu of EMD, without reference to us. We agree to abide by and fulfil all the terms and conditions of the tender and in default thereof, to forfeit and pay to you or your successors, or authorized nominees such sums of money as are stipulated in the conditions contained in tender together with the return acceptance of the contract for reverse auction services.

We accept all the Instructions, Technical Specifications, Terms and Conditions and Scope of Work of the subject RFP.

We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive without assigning any reason whatsoever.

Dated this _____ day of _____ 2019

Signature of the Authorized Representative Name of the company with seal

Annexure 3- Eligibility Criteria Declaration

The General Manager,
Odisha Gramya Bank, Head Office,
 IT Department, Gandamunda, PO: Khandagiri, Bhubaneswar – 751030 (Odisha)

Dear Sir,

SUB: RFP Selection of System Integrator for Maintenance of Finacle Core Banking Solution (7.0.18), Allied Applications and Delivery Channels at Data Center, Disaster Recovery Center

| Sl. No. | Eligibility Criteria | Supporting Documents |
|----------------------------|--|---|
| Bidder's Experience | | |
| 1 | The Bidder should be a Government Organization / PSU / Limited Company / Private Limited Company under companies Act, 1956 Or later in India. | Certificate of Incorporation / Certificate of commencement. |
| 2 | The Bidder should have been in existence for a minimum period of 3 years in India. | Certificate of Incorporation / Certificate of commencement. |
| 3 | The Bidder should have a minimum turnover of Rs. 100 Crores per annum in each of the last three financial years In India. | Audited Financial statements for the financial year 2015-16, 2016-17 and 2017-18 AND CA Certificate indicating the sales Turnover for the previous financial years mentioned above. |
| 4 | The Bidder should have operating profit in the last three Financial years in India. | Audited Financial statements for the financial year 2015-16, 2016-17 and 2017-18 CA Certificate indicating the net-worth for the previous financial years mentioned above. |
| 5 | The Bidder should not have been black- listed by the Bank, any Public-Sector Bank, RBI or IBA as on the date of submission of the bid. Bidder must certify to that effect. | Self- Declaration on Bidder's letter head |
| 6 | Bidder should have service/support infrastructure at Chennai, Hyderabad and Bhubaneswar where the Bank has presence, including DC, DRC and Project office, and should be able to provide efficient and effective support. In case they do not have the same should be complied within one month of PO. | Self- Declaration on Bidder's letter head |
| 7 | The Bidder shall be the authorized partner or OEM of the key solution Finacle and should have implemented / supported / managed other solutions like Mobile Banking, Internet Banking. | Letter from OEM authorizing the Bidder to participate in the RFP for Finacle and supporting certificate of implementation / management / support for other solutions. |
| 8 | The Bidder should have implemented / Managed / Supported Finacle Core Banking solution 24 x 7 in at least 1 (one) scheduled Banks of India with minimum 750 branches in India. | Certificate in the relevant Bank's letter head specifying bidder's experience in field of managing and supporting with L2 / L3 Support resources. |

| Sl. No. | Eligibility Criteria | Supporting Documents |
|------------------------|--|--|
| 9 | The Bidder should have prior experience of managing/supporting IT infrastructure at DC and DRC, including CBS Servers, CBS Storage in a minimum of 2 scheduled commercial Bank in India with minimum of 750 branches per Bank in India | Relevant Credential letters OR Purchase Order with the Bank's confirmation for having executed the Purchase Order |
| 10 | The Bidder should have at least one of the following accreditations/ certifications which is valid as on submission date of this RFP A) ISO 9000 / 9001 B) ISO 27001:2005 or equivalent C) ISO 27001:2013 D) CMMI Level 5 | Certificate copy to be provided |
| 11 | Must have experience in integration and support of other surround applications that the Bank has currently implemented like ATM, NEFT/RTGS, FI gateway solution, e-KYC, C-KYC, RGCS, APBS, PFMS, IMPS with Finacle Core banking solution in India. | Relevant Credential letters OR Purchase Order with the Bank's confirmation for having executed the Purchase order to the satisfaction of the bank. |
| 12 | Must have capability in integrating and supporting other surround applications that the Bank may implement in future like, Risk management solution, IMPS (P2P), UPI, BHIM, NUUP with Finacle. | Self- Declaration on Bidder's letter head |
| 13 | Bidder needs to submit a good project management and governance certificate from at least 2 scheduled Commercial Bank in India having minimum 750 branches in India, where the Bidder has managed/supported Core Banking Solution | Bidder needs to submit the credential in the format specified in Annexure 17 |
| 14 | The Bidder should have back lining Agreement with OEM, which is mandatory for / taken handover in the RFP | Bidder needs to submit a self-declaration at the time of bid submission however the agreement copy needs to submit after L1 declaration. |
| 15 | The bidder is to submit a duly signed Pre-Contract Integrity Pact in original | The Pre-Contract integrity pact is to be executed in non-judicial stamp paper of worth Rs.250/- in conformity to CVC format as per Annexure - 19 |
| Bidder's Status | | |
| 1 | The Bidder should not have been black-listed by the Bank, any Public-Sector Bank, RBI/NHB or IBA as on the date of submission of the bid. Bidder must certify to that effect. | Self- Declaration on Bidder's letter head |

We have carefully gone through the contents of the above referred RFP and furnish the following information relating to Eligibility Criteria.

We confirm that the information furnished above is true and correct. We also note that, if there are any inconsistencies in the information furnished above, the bid is liable for rejection.

Date:

Signature with Seal Name:

.....

Designation:.....

Annexure 4- Applicant's Profile

| Sl. No. | Particulars | Details |
|----------|---|---------|
| A | Company Profile | |
| 1 | Name of the Firm / Company | |
| 2 | Constitution | |
| 3 | Date of Establishment/Incorporation | |
| 4 | Address (Order to be placed on which Office) Registered Office Corporate Office | |
| 5 | Telephone No FAX No E-mail Address Website | |
| 6 | Sales Turnover from IT related business for last Three years. 2015-2016 2016-2017 2017-2018 | |
| 7 | Domestic Customer Base (Number of Clients where services have been in India) | |
| 8 | Service Net Work (Number of Support Centers in in O d i s h a) PAN number for Income Tax is We are registered with the GST authorities and our registration numbers are as follows. Bank Details Name and Style of Bank Account Name of the Bank and Branch address Account Number RTGS / NEFT/IFS Code | |

Date:

Signature with Seal

Name:

Designation :.....

Annexure 5- Authorization Letter Format

To be presented by the authorized person at the time of Technical / Commercial Bid Opening on the letter head of Bidder and should be signed by an Authorized Signatory with Name and Seal of the Company)

RFP No:

Date:

**The General Manager
Odisha Gramya Bank,
Head Office,
IT Department
Plot No: J/1, Gandamunda
PO: Khandagiri
Bhubaneswar – 751030 (Odisha)**

Dear Sir,

SUB: Authorization Letter for attending the Bid Opening

This has reference to your above RFP for “Selection of System Integrator for Maintenance of Finacle Core Banking Solution (7.0.18), Allied Applications and Delivery Channels at Data Center, Disaster Recovery Center.”

Mr. /Miss /Mrs. _____ is hereby authorized to attend the bid opening of the above RFP on ____, on behalf of our organization.

The specimen signature is attested below:

Signature Specimen

Signature of Authorizing Authority

Signature of Attesting Authority Name

of Authorizing Authority

NOTE: This Authorization letter is to be carried in person and shall not be placed inside any of the bid covers.

Annexure 6- Track Record for Past Experience in Schedule commercial Bank in India

Ref: Your RFP for Selection of Selection of System Integrator for Maintenance of Finacle Core Banking Solution (7.0.18), Allied Applications and Delivery Channels at Data Center, Disaster Recovery Center.

Name of the Bidder_____

| S.No. | Name of the Client/s | Contact Person's Name | Telephone No. | Address |
|-------|----------------------|-----------------------|---------------|---------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |

(Enclose necessary documentary proof)

Date:

Signature with Seal

Name:

Designation :.....

Annexure 7- Non-Disclosure Agreement

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

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the Bidder, are agreeable to provide IT Infrastructure services to Odisha Gramya Bank, having its Head office at J/1, Gandamunda, PO: Khandagiri, Bhubaneswar, Odisha-751030 hereinafter referred to as the Bank

and,

WHEREAS, the Bidder understands that the information regarding the Bank's IT Infrastructure shared by the Bank in their Request for Proposal is confidential and/or proprietary to the BANK, and

WHEREAS, the Bidder understands that in the course of submission of the offer for "Selection of System Integrator for Maintenance of Finacle Core Banking Solution, Allied Applications, Delivery Channels, Facilities Management and other services at Data Center, Disaster Recovery Center, Branches and Offices" and/or in the aftermath thereof, it may be necessary that the Bidder may perform certain jobs/duties on the Bank properties and/or have access to certain plans, documents, approvals or information of the BANK; NOW THEREFORE, in consideration of the foregoing, the Bidder agrees to all of the following conditions, in order to induce the BANK to grant the Bidder specific access to the Bank's property/information. The Bidder will not publish or disclose to others, nor, use in any services that the Bidder performs for others, any confidential or proprietary information belonging to the BANK, unless the Bidder has first obtained the Bank's written authorization to do so.

The Bidder agrees that notes, specifications, designs, memoranda and other data shared by the BANK or, prepared or produced by the Bidder for the purpose of submitting the offer to the BANK for the said solution, will not be disclosed to during or subsequent to submission of the offer to the BANK, to anyone outside the BANK.

The Bidder shall not, without the Bank's written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BANK in connection therewith, to any person(s) other than those employed/engaged by the Bidder for the purpose of submitting the offer to the BANK and/or for the performance of the Contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Date:

Signature with Seal

Name:

Designation:.....

Annexure 8- Technical Bid Covering Letter Format

The General Manager,
Odisha Gramya Bank,
Head Office, IT Department
J/1, Gandamunda, PO: Khandagiri
Bhubaneswar -751030 (Odisha)

Dear Sir,

Ref: **Your RFP for** Selection of System Integrator for Maintenance of Finacle Core Banking Solution (7.0.18), Allied Applications and Delivery Channels at Data Center, Disaster Recovery Center.

We have carefully gone through the contents of the above referred RFP and furnish the following information relating to Technical Bid/Specification: -

| S.No. | Particulars | Details to be furnished by the Bidder |
|-------|---|---------------------------------------|
| 1 | Name of the Bidder | |
| 2 | E-mail address of contact persons | |
| 3 | Details of: Description of business and business background Service profile & Client profile | |
| 4 | Approach and methodology for the proposed scope of work along with illustrative deliverables. | |
| 5 | Details of similar assignments executed by the Bidder during the last three years in India (Name of the Bank, time taken for execution of the assignments and documentary proof from the Bank are to be furnished) | |
| 6 | List of applicant's major customers in last 3 years and details as below may be taken: i) Name and complete postal Address of the Customer. ii) Name, designation, Telephone, Fax, Nos., e-mails and address of the contact person(customer) iii) Whether reference letter enclosed. | |
| 7 | Details of inputs/requirements required by the Bidder to execute this assignment. | |
| 8 | Conformity to the obtaining of various certificates/bench mark testing standards for | |
| 9 | The items quoted to meet the intent of the RFP | |
| 10 | Conformity regarding back to back arrangements with third party hardware software for providing continuous and un- interrupted support to meet SLA obligations as per RFP Terms. | |

Declaration:

- a. We confirm that we will abide by all the terms and conditions contained in the RFP.
- b. We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in shortlisting of bidders.
- c. All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process.
- d. We confirm that we have noted the contents of the RFP and have ensured that there is no deviation / assumption / exclusion in filing our response to the RFP & scope and that the Bank will have the right to disqualify us in case of any such deviations / assumption / exclusion.

Date:

Signature with Seal

Name:.....

Designation :.....

Annexure 9- Resource Profile

List of Resources with Experience in Finacle Implementation/ Migration for any Bank in India

| S.No. | Name of the Resource | Total Finacle Implementation/ Migration Experience (Year/Month) | Client Name | Will be Deployed at OGB (Y/N) | Remarks |
|-------|----------------------|---|-------------|-------------------------------|---------|
| | | | | | |
| | | | | | |

List of Resources with Experience in Finacle Customization for any Bank in India

| S.No. | Name of the Resource | Total Finacle Customization Experience (Year/Month) | Client Name | Will be Deployed at OGB (Y/N) | Remarks |
|-------|----------------------|---|-------------|-------------------------------|---------|
| | | | | | |
| | | | | | |

Annexure 10 - Format for Project Team Profiles

| | | | |
|-----|--|--------------------------------|--------------------|
| 1 | Name | | |
| a | Brief Introduction (in bullets) | | |
| 2 | Date of Birth | | |
| 3 | Phone Number | | |
| 4 | Position in the firm | | |
| 5 | Total years of post-qualification work experience | | |
| 6 | Employment Record | | |
| | Company Name | Positions Held | Duration |
| 6.1 | | | |
| 6.2 | | | |
| 6.3 | | | |
| 6.4 | | | |
| 6.5 | | | |
| 7 | Number of years with the firm | | |
| 8 | Details of relevant assignments undertaken (include both past and current employment projects and highlight Banking experience, if any) (Provide scope, duration, client name and status of assignment) | | |
| a | Year | | |
| | Location | | |
| | Client Name | | |
| | Main project title and features | | |
| | Position held | | |
| | Activities performed | | |
| b | Year | | |
| | Location | | |
| | Client Name | | |
| | Main project title and features | | |
| | Position held | | |
| | Activities performed | | |
| 9 | Education | | |
| | Degree Obtained | Year of Degree obtained | Institution |
| 9.1 | | | |
| 9.2 | | | |
| 9.3 | | | |
| 9.4 | | | |
| 9.5 | | | |
| 10 | Certification | | |

Annexure 11 - Job Specifications

| Area | Role / Description | Experience | Educational Qualifications/ Certifications/Skills |
|-------------------|--|------------|---|
| Governance | Project Director | >15 years | 1) MBA/Engineering with PMI Certification. ISO 20000 implementation certification will be an added advantage. 2) Should have experience As Project Director of managing IT Infrastructure managed services (servers, storage, database, networks, backup & restore) and Applications (Finacle) Implementation and operations engagements in at least one Scheduled Commercial Bank in India having more than 750 branches |
| | Program Manager/ Service Delivery Manager for Infra structure | >10 years | 1) MBA/Engineering with PMI Certification. ISO 20000 implementation certification will be an added advantage. 2) Should have experience as Program Manager of managing IT Infrastructure managed services (servers, storage, database, networks, backup & restore) Implementation and operations engagements in at least one Scheduled Commercial Bank in India having more than 750 branches |
| | Program Manager/ Service Delivery Manager for Application | >10 years | 1) MBA/Engineering with PMI Certification. ISO 20000 implementation certification will be an added advantage. 2) Should have experience as Program Manager of managing Applications (Finacle) Implementation and operations engagements in at least one Scheduled Commercial Bank in India having more than 750 branches |

| Area | Role / Description | Experience | Educational Qualifications/ Certifications/Skills |
|------|---|------------|---|
| | L2 (Server, Database, Load Balancer, backup solution) | >5 years | <p>Diploma/Engineering Graduate/Science Graduate. If a science graduate is proposed, he should have passed with a first division.▪ Good Communication (written/Oral)▪ Knowledge/expertise on Infrastructure Management - Windows/Solaris administration</p> <p>/ IBM UNIX / AIX ▪ Technical certifications like MCSE, SA, RHCE etc. ▪ Specific experience with Storage (e.g. SAN, NAS) and Backup (e.g. Veritas, Tape libraries, TSM) technologies and IBM MQ▪ Have experience on File base cluster system, Middleware like Redhat, WebLogic, WebSphere▪ Willing to work in 24X7 environment Should have worked in 2 Similar Projects as L2 for at least one Scheduled Commercial Bank in India having more than 750 branches</p> |

| Area | Role / Description | Experience | Educational Qualifications/ Certifications/Skills |
|--|--------------------|------------|--|
| Application CBS & other Delivery Channels | L2 | >5 years | <ul style="list-style-type: none"> ▪ Diploma/Engineering Graduate/Science Graduate. If a science graduate is proposed, he should have passed with a first division. ▪ Good Communication (written/Oral) ▪ Experience of Finacle version 7.0.18 Customization, Implementation, Configuration. ▪ Knowledge, Customization, Implementation, Configuration. ▪ Knowledge of Banking Operation Logic, RTGS, NEFT, IMPS, PFMS, EOD / BOD etc. ▪ Vendor Management, customization ▪ Willing to work in 24X7 environment Should have worked in 2 Similar Projects as Finacle Application L2 for at least one Scheduled Commercial Bank in India having more than 750 branches. |

Please enclose documentary proofs to substantiate the claims made.

Date:

Signature with Seal

Name:

Designation :

Annexure 12- Compliance Statement

Ref: Your RFP Selection of System Integrator for Maintenance of Finacle Core Banking Solution (7.0.18), Allied Applications and Delivery Channels at Data Center, Disaster Recovery Center.

DECLARATION

We understand that any deviations, assumptions or exclusions mentioned elsewhere in the bid will not be considered and evaluated by the Bank. We also agree that the Bank reserves its right to reject the bid, if the bid is not submitted in proper format as per subject RFP.

| Compliance | Compliance (Yes / No) | Remarks / Deviations |
|--------------------------------------|--------------------------|----------------------|
| Terms and Conditions | | |
| Technical Specifications | | |
| Scope of Work | | |
| Function and Technical Specification | | |
| Addendums | | |
| SLA | | |
| Payment terms | | |
| Project Timelines | | |
| All annexures | | |

(If left blank it will be construed that there is no deviation from the specifications given above)

Date:

Signature with Seal

Name:

Designation :

Annexure 13- Undertaking Letter Format

We understand that Bank shall be placing Order to the Selected Bidder exclusive of taxes only and that all applicable Taxes will be paid at actual to the maximum of taxes indicated in this Bill of Material against production of invoice / bills.

We understand that Bank will pay GST only for Goods Component of Hardware/ Software and Services component.

We confirm that we have quoted for post warranty AMC rates (as per terms and conditions of the tender), giving the rates/price in our Commercial Offer.

We are agreeable to the payment schedule as per "Payment Terms" of the RFP.

Date:

Signature with Seal

Name:

Designation:.....

Annexure 14- Escalation Matrix

Name of the Company:

Delivery Related Issues:

| S.No. | Name | Designation | Full Office Address | Phone No. | Mobile No. | Fax | Email address |
|----------------|------|---|---------------------|-----------|------------|-----|---------------|
| 1 2 | | First Level Second level Contact. | | | | | |
| 3 | | Regional/Zonal Head (If response not received within 4 days | | | | | |
| 4 | | Country Head (If response not received in One week) | | | | | |

Service Related Issues:

| Sl. No. | Name | Designation | Full Office Address | Phone No. | Mobile No. | Fax | Email address |
|----------------|------|---|---------------------|-----------|------------|-----|---------------|
| 1 2 | | First Level Second level contact | | | | | |
| 3 | | Regional/Zonal Head (If response not received within 4 days | | | | | |
| 4 | | Country Head (If response not received in one week) | | | | | |

Annexure 15- Additional Software / Tools Details

| SI No | Software Proposed | Is available with bank? | Proposed to replace with | New Solution / ATS for the existing tools |
|-------|-------------------|-------------------------|--------------------------|---|
| | | | | |
| | | | | |

Annexure 16- Certificate of Good Governance and Project Management

[Note: This Covering letter should be on the letter head of the Bidder duly signed with Name and Seal of the Company]

The General Manager,
Odisha Gramya Bank,
Head Office,
Gandamunda, PO: Khandagiri
Bhubaneswar -751030
(Odisha)

Dear Sir,

REF: RFP No - "OGB/RFP/ITD/CBS/01/2018-19" dated 05.03.2019
for "Selection of System Integrator for Maintenance of Finacle Core Banking Solution (7.0.18), Allied Applications and Delivery Channels at Data Center, Disaster Recovery Center"

Subject :- Certificate of Good Governance and Project management

This is to certify that we have engaged M/s -----(Bidder Name) as a System Integrator for managing (Requirement gathering, Designing, Configuration, Project Management) Core Banking Solution and allied applications with related infrastructure from last -----(No of years). The Project Management methodology and Project governance performance by the Bidder is found satisfactory.

Yours faithfully Date:

Signature with Seal Name:
.....

Designation:.....

Annexure 17 - Commercial Bid Format

(Company letter head)

Ref: OGB/RFP/ITD/CBS/01/2018-19 dated 05.03.2019

Name of Bidder :
Address of Corporate Office :

*All prices are in INR including all taxes and duties excluding applicable Goods and Service Tax.

Section: 1 – Annual Maintenance Contract (AMC)**Table 1: AMC for Desktop & Peripheral**

| SL No | Description | Type | Location | Count | Yr1 | Yr2 | Y3 | Total |
|-------|---|---------|--------------|-------|-----|-----|----|-------|
| 1 | HP COMPAQ Pro 4300 with HP V192 Monitor, TVS Gold KBD & Mouse | PC | DC-Chennai | 5 | | | | |
| 2 | 132 col Dot matrix Printer-Epson | Printer | DC-Chennai | 2 | | | | |
| 3 | Laser jet printer | Printer | DC-Chennai | 2 | | | | |
| 4 | Flatbed Scanner - HP | Scanner | DC-Chennai | 1 | | | | |
| 5 | HP COMPAQ Pro 4300 with HP V192 Monitor, TVS Gold KBD & Mouse | PC | DR-Hyderabad | 3 | | | | |
| 6 | 132 col Dot matrix Printer-Epson | Printer | DR-Hyderabad | 1 | | | | |
| 7 | Laser jet printer - HP | Printer | DR-Hyderabad | 1 | | | | |
| 8 | Flatbed Scanner - HP | Scanner | DR-Hyderabad | 1 | | | | |
| | ---- | ---- | Total | ---- | | | | |

Table 2: AMC for Servers

| SL No | Description | Type | Location | Count | Yr1 | Yr2 | Y3 | Total |
|-------|--|----------------|--------------|-------|-----|-----|----|-------|
| 1 | HP - ProLiant DL360p Gen8 | Win-Server | DC-Chennai | 8 | | | | |
| 2 | HP - MSL 4048 & HP Data Protector - MSL G3 Series | Tape Library | DC-Chennai | 1 | | | | |
| 3 | HP 3 Par Store server 7200 | Storage | DC-Chennai | 1 | | | | |
| 4 | HP Storage works 8/24 SAN switch Brocade 6505 | SAN Switch | DC-Chennai | 2 | | | | |
| 5 | HP-UX B.11.31, Integrity BL860c i4 | HP Unix Server | DC - Chennai | 5 | | | | |
| 6 | HP Load Runner, Model - ProLiant DL385p Gen8 | Win-Server | DR-Hyderabad | 5 | | | | |
| 7 | HP Data Protector 7.0 Model-ProLiant DL360p Gen8 | Win-Server | DR-Hyderabad | 1 | | | | |
| 8 | HP 3 Par Store serv 7200 | Storage | DR-Hyderabad | 1 | | | | |
| 9 | HP Storage Brocade 6505 | SAN Switch | DR-Hyderabad | 2 | | | | |
| 10 | HP -Storage Ever MSL 4048 Tape library - MSL G3 Series | Tape Library | DR-Hyderabad | 1 | | | | |
| 11 | HP-UX B.11.31, Integrity BL860c i4 | HP Unix Server | DR-Hyderabad | 3 | | | | |
| | ---- | ---- | Total | ---- | | | | |

Table 3 – Security Operation Centre**Table 1: Cost for SOC management**

| SL No | Description | Location | | Yr1 | Yr2 | Y3 | Total Price |
|-------|---------------------------|--------------|--------------|-----|-----|----|-------------|
| 1 | Security Operation Centre | DC-Chennai | | | | | |
| 2 | Security Operation Centre | DC-Hyderabad | | | | | |
| | | | Total | | | | |

Section: 2 – ATS for Software**Table 1: ATS for RDBMS**

| SL No | Description | Location | Count | Yr1 | Yr2 | Y3 | Total Price |
|-------|----------------------|--------------|--------------|-----|-----|----|-------------|
| 1 | Oracle License (NUP) | DC-Chennai | 75 | | | | |
| 2 | Oracle License (EE) | DC-Chennai | 6 | | | | |
| 3 | Oracle License (EE) | DR-Hyderabad | 6 | | | | |
| 4 | SQL Licenses (CAL) | DC-Chennai | 10 | | | | |
| | ---- | ---- | Total | | | | |

Table 2: ATS for Operating Systems

| SL No | Description | Location | Count | Yr1 | Yr2 | Y3 | Total Price |
|-------|---|--------------|--------------|-----|-----|----|-------------|
| 1 | Operation System DC - CBS Backup Solution | DC-Chennai | 2 | | | | |
| 2 | Operation System for DC Tools / Security Cover | DC-Chennai | 2 | | | | |
| 3 | Operation System DR - CBS Backup Solution Backup Server | DR-Hyderabad | 1 | | | | |
| 4 | ---- | ---- | Total | | | | |

Section: 3 – Licenses**Table 1: License or ATS cost for additional tools**

| SL No | Description | ATS/License | Location | Count | Yr1 | Yr2 | Y3 | Total Price |
|-------|--------------|-------------|------------|--------------|-----|-----|----|-------------|
| 1 | <Tools Name> | | <Location> | <count> | | | | |
| 2 | <Tools Name> | | <Location> | <count> | | | | |
| 3 | <Tools Name> | | <Location> | <count> | | | | |
| 4 | <Tools Name> | | <Location> | <count> | | | | |
| 5 | <Tools Name> | | <Location> | <count> | | | | |
| 6 | <Tools Name> | | <Location> | <count> | | | | |
| 7 | <Tools Name> | | <Location> | <count> | | | | |
| 8 | <Tools Name> | | <Location> | <count> | | | | |
| 9 | <Tools Name> | | <Location> | <count> | | | | |
| -- | -- | -- | -- | Total | | | | |

Section: 4 Support**Table 1: Cost of Support Resources**

| SL No | Description | Location | Man/ Month Rate | Count | Yr1 | Yr2 | Y3 | Total Price |
|--|--|---------------|-----------------|-------|-----|-----|----|-------------|
| 1A | Support and Governance at Bhubaneswar | | | | | | | |
| 1 | L 2 Support | Bhubaneswar | | 5 | | | | |
| 2 | L 2 Support (Customization) | Bhubaneswar | | 2 | | | | |
| 3 | Project Director | Bhubaneswar | | 1 | | | | |
| | | | Sub-Total(1A) | | | | | |
| 1B Support and Management at DC & DRC | | | | | | | | |
| 1 | Infra Support | DC-Chennai | | 1 | | | | |
| 2 | Infra Support | DRC-Hyderabad | | 1 | | | | |
| 3 | DBA | DC-Chennai | | | | | | |
| | | | | 1 | | | | |
| -- | -- | -- | Sub-Total(1B) | | | | | |
| | | | Total(1A+1B) | | | | | |

Section: 5 – Total Cost

| Section | Table Number | Total cost of Table |
|--|---|---------------------|
| Section: 1 – Annual Maintenance Contract (AMC) | Table 1: AMC for Desktop & Peripheral | |
| Section: 1 – Annual Maintenance Contract (AMC) | Table 2: AMC for Servers | |
| Section: 1 – Annual Maintenance Contract (AMC) | Table 3: SOC Cost | |
| Section: 2 – ATS for Software | Table 1: ATS for RDBMS | |
| Section: 2 – ATS for Software | Table 2: ATS for Operating Systems | |
| Section: 3 – Licenses | Table 1: License or ATS cost for additional tools | |
| Section: 4 – Support Resources | Table 1: Cost of Support Resources | |
| | Total cost of project | |

***The total cost of the project under “Section:5-Total cost” will be used for the section of L1 bidder.**

We certify that price quoted are all-inclusive (excluding applicable Government Tax component) as per clauses mentioned in the RFP No “OGB/RFP/ITD/CBS/01/2018-19” dated 05.03.2019

We also confirm that the price quoted meets all the specifications and scope of work mentioned in the RFP No. “OGB/RFP/ITD/CBS/01/2018-19” dated 05.03.2019

Authorised Signatory:

Name and Designation:

Office Seal:

Annexure 18- Covering Letter format for Commercial Bid

[Note: This Covering letter should be on the letter head of Bidder and should be signed by an Authorized Signatory with Name and Seal of the Company]

Reference-No.:

Date:

The General Manager,
Odisha Gramya Bank,
Head Office,
Gandamunda, PO: Khandagiri
Bhubaneswar -751030
(Odisha)

Dear Sir,

SUB: RFP for "Selection of System Integrator for Maintenance of Finacle Core Banking Solution (7.0.18), Allied Applications and Delivery Channels at Data Center, Disaster Recovery Center"

We thank you for providing us an opportunity to participate in the subject RFP. Please find our commercial offer as per **ANNEXURE- 17** Commercial bid format of the subject RFP along with this covering letter.

We also confirm that we are agreeable to the payment schedule mentioned in the subject RFP.

Dated this _____ day of _____ 2019

Date:

Signature with Seal

Name:

Designation:.....

Annexure 19 - Pre Contract Integrity Pact

Preamble

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on this the _____ day of _____ (month) 2019, between, on one hand, Odisha Gramya Bank acting through Shri _____, _____ Designation of the officer of Odisha Gramya Bank, a Regional Rural Bank and an undertaking of the Government of India constituted under the Regional Rural Bank Act, -1976 hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the First Part and M/s _____, a Company incorporated under the Companies Act, or a Partnership Firm registered under the Indian Partnership Act, 1932 or the Limited Liability Partnership Act, 2008 represented by Shri. _____, Chief Executive Officer/ all the Partners including the Managing Partner (hereinafter called the " BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment / item / Services) and the BIDDER/Seller is desirous of offering / has offered the stores/Equipment / item / Services and

WHEREAS the BIDDER is a private company/public company / Government undertaking / partnership / LLP / registered export agency and is the original manufacturer / integrator / authorized / Government sponsored export entity of the stores / equipment / item or Service Provider in respect of services constituted in accordance with the relevant law in the matter and the buyer is a Regional Rural Bank and a Government Undertaking as such.

WHEREAS the BUYER has floated a tender (Tender No.: _____) hereinafter referred to as "Tender / RFP" and intends to award, under laid down organizational procedures, contract/s purchase order / work order for (name of contract/order) or items covered under the tender hereinafter referred to as the "Contract".

AND WHEREAS the BUYER values full compliance with all relevant laws of the land, rules, bye-laws, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Pact or "Pact", the terms and conditions of which shall also be read as Integral part and parcel of the Tender documents and Contract between the parties.

NOW, THEREFORE in, consideration of mutual covenants contained in this Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings, the parties hereby agree as follows and this Pact witnessed as under:

The contract is to be entered into with a view to:-

Enabling the BUYER to procure the desired said stores/ equipment/ item/ Services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any and all forms, by its officials by following transparent procedures.

The parties hereby agree hereto to enter into this Integrity Pact and agree as follows:

Article 1: Commitments of the BUYER

- 1.1 The BUYER undertakes that no official / employee of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party whether or not related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an undue and unfair advantage to that particular BIDDER in comparison to other BIDDERS. The BUYER will ensure to provide level playing field to all BIDDERS alike.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted breach(es) or breaches per se of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

Article 2: Commitments of BIDDERS

1. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 2.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement of any kind to any official(s)/employee/persons related to such Official(s) / employees of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement of any kind to any official of the BUYER or otherwise in procuring the Contract or forbearing 'to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Bank for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Bank.
 - 2.3 The BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 2.4 The BIDDER shall disclose the payments to be made by them- to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 2.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / Integrator / authorized / government sponsored export entity of the stores/equipment/item/Services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to award

the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 2.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers, or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care to avoid unauthorized disclosure of such information.
- 2.10 The BIDDER commits to refrain from giving any _complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.11 The BIDDER undertakes not to instigate directly or indirectly any third person to commit any of the actions mentioned above.
- 2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the-BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956 and as may be prescribed under the Companies Act 2013 and the relevant Rules.
- 2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

Article 3 - Equal Treatment of all Bidders/Contractors/Subcontractors

2. Bidder(s) /Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the Principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.
 - 3.1 The BUYER will enter into Pacts on identical terms as this one with all Bidders and Contractors.
 - 3.2 The BUYER will disqualify those Bidders from the Tender process, who do not submit, the duly signed Pact, between the BUYER and the bidder, along with the Tender or violate its provisions at any stage of the Tender process.

Article 4: Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other Company/ PSU/ Nationalized Bank in any country in respect of any corrupt practices envisaged hereunder or with any Nationalized Bank/ Public Sector Enterprise in India or any "Government Department in India that could justify BIDDER's exclusion from the tender process.

- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER is liable to be disqualified from the tender process or the contract, if already awarded, is liable to be terminated for such reason.
- 4.3 The imposition and duration of the exclusion of the BIDDER will be determined by the BUYER based on the severity of transgression.
- 4.4 The Bidder/Contractor acknowledges and undertakes to respect and uphold the BUYER's absolute right to resort to and impose such exclusion.
- 4.5 Apart from the above, the BUYER may take action for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the BUYER.
- 4.6 If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has implemented a suitable corruption prevention system, the BUYER may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

Article 5: Criminal Liability

If the BUYER acquires knowledge of conduct of a Bidder/Contractor, or of an employee or a representative or an associate of a Bidder/Contractor which constitutes corruption within the meaning of Prevention of Corruption Act, or if the BUYER has substantive suspicion in this regard, the BUYER will inform the same to the Chief Vigilance Officer.

Article 6: Earnest Money (Security Deposit)

- 6.1 While submitting commercial bid, the BIDDER shall deposit an amount_____ (as specified in NIT / RFP) as Earnest Money/security deposit with the BUYER through any of the following instruments:
- I. Bank Draft or a Pay Order in favor of _____
 - II. A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reason whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for payment.
- 6.2 The Security Deposit shall be valid up to the complete conclusion of the contractual obligations for the complete satisfaction of both the BIDDER and the BUYER or up to the warranty period, whichever is later.
- 6.3 In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.4 No interest shall be payable by the BUYER to the- BIDDER on Earnest Money/Security Deposit for the period of its currency.

Article 7: Sanction for Violations

- 7.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf [whether with or without the knowledge of the BIDDER] shall entitle the BUYER to take all or anyone of the following actions, wherever required;-
- a. To immediately call off the pre-contract negotiations/ proceedings with such Bidder without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER[s] would continue.

- b. The Earnest Money Deposit [in pre-contract stage] and/or Security Deposit/Performance Bond [after the contract is signed] shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason there for.
- c. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- d. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of the Nationalized Banks, while in case of a BIDDER from a country other than India with interest at 2% higher than LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- e. To encash the advance bank guarantee and performance guarantee/ bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER along with interest.
- f. To cancel all or any other Contracts with the- BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money[s] due to the BIDDER.
- g. To debar the- BIDDER from participating in future bidding processes of- the Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- h. To recover all sums paid in violation of this Pact by BIDDER[s] to any middleman or agent or broker with a view to-securing the contract.
- i. In cases where irrevocable Letters of Credit have been received in respect of any-contract signed by the BUYER with the BIDDER, the same shall not be opened.
- j. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

7.2 The BUYER will be entitled to take all or any of the actions mentioned at paragraph 7.1[a] to [j] of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf [whether with or without knowledge of the BIDDER], of an offence as defined in Chapter IX of Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 as amended from time to time or any other statute enacted for prevention of corruption.

7.3 The decision of the BUYER to the effect that a breach of the Provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor[s] appointed for the purposes of this Pact.

Article 8: Fall Clause

8.1 The BIDDER undertakes that it has not supplied/ is not supplying similar product/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Tender notified by Ministry/Department of the Government of India or PSU or a Public Sector Bank and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of Government of India or a PSU or a Public Sector Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

Article 10: Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Article 11: Law and Place of Jurisdiction

This Pact is subject to Indian Laws. The place of performance and jurisdiction is as notified by the BUYER.

Article 12: Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant laws in force relating to any civil or criminal proceedings.

Article 13: Validity

13.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

Article 14: Code of Conduct

Bidders are also advised to- have a Code of Conduct clearly rejecting the use of bribes and other unethical behavior and a compliance program for the implementation of the code of conduct throughout the company.

Article 15: Examination of Books of Accounts

In case of any allegation of, violation of any provisions of this Integrity Pact or Payment of commission, the Buyer or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

Article 16: Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Pact will have precedence over the Tender/Contract documents with regard to any of the provisions covered under this Pact.

Article 17: Other Provisions

This Pact is subject to Indian laws. The place of performance and jurisdiction is the Head Office/Head Quarters of the Division of the BUYER or as otherwise notified by the BUYER, who has floated the Tender.

17.1 Changes and supplements, if any, need to be necessarily made in writing and signed by the duly authorized representatives of the Bidder and the Buyer. It is clarified that there are no parallel/ Side agreements in this regard and that the present Agreement forms the full and complete agreement as regards the subject matter contained herein.

17.2 If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board resolution.

17.3 Any dispute or difference arising between the parties with regard to the terms o-f this Agreement/Pact", any action taken by the BUYER in accordance with this Agreement/Pact or interpretation thereof shall not be subject to arbitration.

The parties hereby sign this Integrity pact at _____ on _____

| BUYER | BIDDER |
|--|---|
| Name of the Officer Designation Odisha Gramya Bank | Name of the Officer Designation Bidder's Company Name |
| Witness 1. _ 2. _ | Witness 1. _ 2. _ |

APPENDICES

Appendix A - Instructions to be noted while preparing/submitting Part A- Conformity to Eligibility Criteria

The Proposal should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be filed and paginated (serially numbered) with seal and signature of the authorized signatory.

1. Index of all the document submitted with page numbers.
2. Cost of Tender document by way of DD payable at Bhubaneswar
3. Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD.
4. Power of Attorney / Authorization letter signed by the Competent Authority with the seal of the Bidder's company / firm in the name of the person signing the tender documents as per ANNEXURE-6.
5. Checklist as per ANNEXURE - 1
6. Bidder's Covering letter as per ANNEXURE -2
7. Eligibility Criteria declaration as per ANNEXURE -3 with documentary proof in support of the Eligibility Criteria.
8. Profile of the Company / Firm as per ANNEXURE -4
9. Company Track record as per Annexure 6
10. Non-Disclosure Agreement as per ANNEXURE -7
11. Pre- Contract Integrity Pact as per ANNEXURE-19

Appendix B - Instructions to be noted while preparing/submitting Part B- Technical Proposal

The Technical Proposal should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be filed and paginated (serially numbered) with seal and signature of the authorized signatory. Technical Offer for this RFP shall be made as under:

1. Index of all the document submitted with page numbers.
2. Technical Bid Covering Letter as per Annexure -8.
3. Resource Deployment Plan as per Annexure 9
4. Proposed team Profile for Implementation and Substance Phase as per Annexure 10
5. Job Specification as per Annexure -11.
6. Compliance Statement as per Annexure -12.
7. Under Taking Letter as per Annexure – 13.
8. Escalation Matrix as per Annexure – 14.
9. Certificate of Good Governance and Project Management as per Annexure -16.
10. Masked price bid of Bill of Material as per Annexure -20.
11. Technical Documentation (Product Brochures, leaflets, manuals, drawings).

Appendix C - Bank Guarantee Pro-forma for Contract Performance

Proforma of Bank Guarantee for Contract Performance

(To be submitted on Non-Judicial stamp paper of appropriate value Purchased in the name of the issuing Bank)

To: Name and Address of the PURCHASER

WHEREAS _____(Name and address of the selected Bidder)(hereinafter referred to as “the CONTRACTOR”) has undertaken to supply, transportation, transit insurance, local delivery, storage and installation and maintenance and also includes documentation, warranty, annual maintenance, if contracted, of Undertaking of Authenticity for Selection of System Integrator for Maintenance of Finacle Core Banking Solution, Allied Applications, Delivery Channels, Facilities Management and other services at Data Center, Disaster Recovery Center, Branches and Offices as per the Purchase Order dated placed by the PURCHASER with you (hereinafter referred to as “the CONTRACT”)

AND WHEREAS in terms of the Conditions as stipulated in the Purchase Order, the CONTRACTOR is required to furnish, a Bank Guarantee by way of Performance Guarantee, issued by a Scheduled commercial Bank in India, in your favor, as per Clause____of the Purchase Order, to secure due and satisfactory compliance of the obligations by the CONTRACTOR on their part, in accordance with the CONTRACT, (which guarantee is hereinafter called as “the PERFORMANCE GUARANTEE”)

AND WHEREAS the CONTRACTOR has approached us, (Name of the issuing Bank) for providing the PERFORMANCE GUARANTEE,

AND WHEREAS in consideration of the fact that the CONTRACTOR is our valued constituent and the fact that he has entered into the CONTRACT with you, WE (Name of the Bank) having our Registered Office at,_____and local office at_____,India have agreed to issue the PERFORMANCE GUARANTEE,

THEREFORE WE (Name of the issuing Bank) through our local office at_____India furnish you the PERFORMANCE GUARANTEE in manner hereinafter contained and agree with you as follows:

We (Name of the issuing Bank), undertake to indemnify you and keep you indemnified from time to time to the extent of Rs._____(Rupees_____) an amount equivalent to 10% of the Contract Price against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the CONTRACTOR of any of the terms and conditions contained in the Contract and in the event of the CONTRACTOR default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the CONTRACT or otherwise in the observance and performance of any of the terms and conditions relating thereto

in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs. _____ (Rupees _____) may be claimed by you on account of breach on the part of the CONTRACTOR of their obligations in terms of the CONTRACT.

Notwithstanding anything to the contrary we agree that your decision as to whether the CONTRACTOR has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Performance Guarantee but will pay the same forthwith on your demand without any protest or demur.

This Performance Guarantee shall continue and hold good until it is released by you on the application by the CONTRACTOR after expiry of the relative guarantee period of the Contract and after the CONTRACTOR had discharged all his obligations under the Contract and produced a certificate of due completion of the work under the Contract and submitted a "No Demand Certificate" provided always that the guarantee shall in no event remain in force after the day of_ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of three months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

Should it be necessary to extend Performance Guarantee on account of any reason whatsoever, we undertake to extend the period of Performance Guarantee on your request under intimation to the CONTRACTOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.

You will have the fullest liberty without affecting Performance Guarantee from time to time to vary any of the terms and conditions of the Contract or extend the time of performance of the Contract or to postpone any time or from time to time any of your rights or powers against the CONTRACTOR and either to enforce or forbear to enforce any of the terms and conditions of the Contract and we shall not be released from our liability under Performance Guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the CONTRACTOR or any other forbearance, act, or omission on your part of or any indulgence by you to the CONTRACTOR or by any variation or modification of the Contract or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. _____ (Rupees _____) as aforesaid or extend the period of the guarantee beyond the said day of_ unless expressly agreed to by us in writing.

The Performance Guarantee shall not in any way be affected by your taking or giving up any securities from the CONTRACTOR or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the CONTRACTOR.

In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the CONTRACTOR hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Performance Guarantee.

Subject to the maximum limit of our liability as aforesaid, Performance Guarantee will cover all your claim or claims against the CONTRACTOR from time to time arising out of or in relation to the Contract and in respect of which your claim in writing is lodged on us before expiry of three months from the date of expiry of Performance Guarantee.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post it shall be deemed to have been given when the same has been posted.

The Performance Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing un-cancelled and that Performance Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

The Performance Guarantee shall not be affected by any change in the constitution of the CONTRACTOR or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will endure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

The Performance Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.

We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the CONTRACTOR.

Notwithstanding anything contained herein

- i. Our liability under this guarantee shall not exceed Rs. _____
(Rupees _____ only)
- ii. This guarantee shall be valid up to _____ and ;
- iii. We are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand at Bengaluru on or before _____ (mention period of the guarantee as found under clause ii. above plus claim period).

We have the power to issue Performance Guarantee in your favour by statute and the undersigned has full power to execute Performance Guarantee under the Power of Attorney to him by the Bank.

Dated this _____ day of _____ 2019 For
and on behalf of

BRANCH MANAGER

Appendix D - DC / DRC Location Details

Locations for “Selection of System Integrator for Maintenance of Finacle Core Banking Solution (7.0.18), Allied Applications and Delivery Channels at Data Center, Disaster Recovery Center”.

DC

Odisha Gramya Bank Data Centre,

Nxtra Data Centre

Siruseri

Chennai

DRC

Odisha Gramya Bank Disaster Recovery Centre

TATA Data Centre

Madhapur,

Hyderabad (Andhra Pradesh)

Contact Person:

Mr. Swarup Kumar Basa

Sr. Manager & Head- IT

Odisha Gramya Bank

Phone: 0674-2353045

M- 9437032392 / 7008320744

Appendix E – Format for sending pre-bid queries

| S.No. | Pg. No. of RFP | Clause No. | RFP Clause | Bidder's Query |
|--------------|-----------------------|-------------------|-------------------|-----------------------|
| | | | | |
| | | | | |
| | | | | |

Appendix F - Report List

| S.no | Report Name | Phase | Report Status | Tower | Description |
|------|---|--------------------------------|---------------|-------------------------|--|
| | | Transition, Steady State, Both | | | |
| 1 | Utilization-hardware | B | Daily | Monitoring & Operations | All in scope servers, storage, network, tape and other in scope hardware utilization |
| 2 | Availability Report | B | Daily | Monitoring & Operations | Daily Availability report of in scope infrastructure & services |
| 3 | Batch job counts and failures | B | Monthly | Monitoring & Operations | Production support |
| 4 | Capacity Planning | B | Weekly | Monitoring & Operations | Resource issues, performance problems |
| 5 | Hardware Issues | B | Weekly | Monitoring & Operations | Hardware failure analysis, trending |
| 6 | Patching | B | Monthly | Monitoring & Operations | Monthly description of newly released patches |
| 7 | Vulnerabilities | B | Weekly | Monitoring & Operations | Description of newly released works, viruses, vulnerabilities |
| 8 | Daily issues report | B | Daily | Monitoring & Operations | List of daily application and server issues / outages |
| 9 | Recurring issues report | B | Weekly | Monitoring & Operations | List of recurring application and server issues / outages |
| 10 | Monthly Infrastructure Capacity & Planning Report | B | Monthly | Monitoring & Operations | Monthly report reporting and analyzing infrastructure capacity and performance |
| 13 | Transition Risk assessment report | T | Weekly | Project Office | Articulates risk's and mitigation strategy |

| | | | | | |
|----|---|---|------------------|-------------------------|--|
| 14 | Escalation Reports | B | Weekly | Project Office | Articulates escalated events over the past week, the status, and the outcome for resolved issues |
| 15 | Issues Management | B | Monthly | Project Office | Report of all major issues which require escalation beyond the project and delivery teams. |
| 16 | Regulatory compliance reports | B | Quarterly | Project Office | Depicts the state of audit readiness |
| | | | | | |
| 17 | Audit Report | B | Quarterly | Project Office | Non Conformances identified and Action Items identified with deadlines |
| | Metrics and SLA Report - Program Level Domain Level | B | Monthly | Project Office | Program level and Domain level SLA reports |
| 19 | SLA Performance credits and performance report | B | Monthly | Project Office | Report showing the SLA credits and performance |
| 20 | Senior Management Reports (Metrics, SLA, Utilization, Performance Improvements) | B | Monthly | Project Office | Monthly SR. MGT report showing past performance, Systematic Improvement Plan Reports, DASHBOARDS |
| 21 | Detailed Escalation Reports | B | Quarterly | Project Office | All long calls which are pending from long time with their escalation |
| 22 | Change Management Report | B | Weekly | Monitoring & Operations | Weekly Status of change requests |
| 23 | Problem Management Report | B | Weekly | Monitoring & Operations | Weekly Status of problem tickets |
| 24 | Database Performance Report | B | Weekly | Monitoring & Operations | Weekly performance of DB parameters |
| 25 | Server Performance Report | B | Weekly & Monthly | Monitoring & Operations | Weekly performance of servers |

| | | | | | |
|-----------|-----------------------------|---|------------------|-------------------------|--|
| 26 | Severity Report | B | Monthly | Monitoring & Operations | Report Severity notifications managed by operations, categorized by line of business, business segment, criticality, and overall totals |
| 27 | Morning Operational Report | B | Daily | Monitoring & Operations | Report production-impacting operational issues that occurred within the last 24 hours and provide details on actions, notification, escalation, and current status |
| 28 | Backup Reports | B | Daily | Monitoring & Operations | Daily Backup success & failure report |
| 30 | Shift Turnover Report | B | By Shift | Monitoring & Operations | Report Critical, Open, and General items that occurred during the last shift |
| 31 | IMAC Service Request Report | B | Monthly | Help desk | Report Soft and Hard IMAC Services requests by time to complete, time to respond, time to complete for desktop, server, and network |
| 32 | IMAC Change Request Report | B | Monthly | Help desk | Report quality and timeliness for IMAC Change requests |
| 38 | Help Desk Report | B | Weekly & Monthly | Help desk | Report Help Desk statistics, including first call resolution, abandonment rate, incident accuracy and resolution, average speed of answer, and contact method and type |

Appendix G – List of Interfaces

| Sl. No | Interface Name | Description |
|--------|--|---|
| 1. | Alternate delivery channels like ATM, NEFT, RTGS, IMPS, IVR, NACH, APBS, ECS, Payment Gateway, SMS Gateway, e-Commerce , | Various Channels implemented in the Bank. ATM & IMPS(I) Switch: FIS Payment Solutions and Services. IMPS(Remitter) – Natural Support. NEFT RTGS: Sponsor Bank's Payment gateway NACH/APBS/ECS: Directly with NPCI e-Comm: FIS PSS |
| 2. | CTS From and to CBS | Web-based Application used for capturing and processing of scanned Cheque images and handling presentation to RBI/NPCI under Cheque Truncating System Service Provider: Vsoft Technologies Pvt Ltd. |
| 3. | Fi Gateway and Micro ATM, AePs, | Financial Inclusion Gateway: Switch for processing Financial Inclusion transactions including pin pad RuPay card transactions of F I Service Provider.(Atyati Technologies Pvt Ltd) Financial Inclusion System: Application for processing Financial Inclusion transactions from field |
| 7. | DMS | Dispute Management system – Settlement of NFS related disputes under ATM, RGCS, AePs etc directly with NPCI |
| 9. | EKYC / CKYC / Demo Auth | Demo Authentication directly with NPCI through Finacle. C-KYC: M/S Natural Support and Consultancy Services (P) Ltd, e KYC(Branch channel) SI's solution and Micro ATM through Atyati Technologies |
| 10. | RuPay interface | Maintain RuPay card management by bank itself. Switching by FIS Payment Solutions and Services Pvt Ltd |
| 11. | CPSMS/ PFMS (With DSC Integration) | Interface to handle CPSMS functionality through Sponsor Bank(IOB)'s SFTP |
| 12. | HRMS | Human Resource Management System (Natural Support and System Pvt Ltd) |
| 13. | FRM | Fraud Risk Management with NPCI |
| 14. | UPI - BHIM | Issuer Bank (Future implementation) |
| 15. | Central KYC Registry (CKYCR) | CBS and CERSAI Interface |

Appendix – H – Services Window

| Application Management Services | |
|--|---|
| Finacle Core Banking Solution and all channels | 24 x 7 x 365 |
| NEFT,RTGS | As per Bank's business hours and RBI window |
| IMPS / IMPS /IVR/ NACH/Micro ATM | 24x7x365 |
| ATM | 24x7x365 |
| Domain | |
| Server Management Services | 24 x 7 x 365 |
| Storage Management Services | 24 x 7 x 365 |
| Database Management Services | 24 x 7 x 365 |
| Backup, restore & Archival Management Services | 24 x 7 x 365 |
| Cross Functional Services | |
| Performance management & reporting | 24 x 7 x 365 |
| Incident Management & Application Monitoring Group Support Services (IT Infrastructure) | 24 x 7 x 365 |
| Asset & Configuration Management | 8x6 |
| Change & Release Management | 24 x 7 x 365 |
| Service Level Management | 24 x 7 x 365 |
| Security Management | 24 x 7 x 365 |
| Software Distribution | 24 x 7 x 365 |
| Software License Management | 8 x 6 |
| Vendor Performance Management | 8 x 6 |
| IT Continuity and Disaster Management | 24 x 7 x 365 |
| EMS,APM & Helpdesk Tools | |
| EMS & Helpdesk Tools | 24 x 7 x 365 |

