



ODISHA GRAMYA BANK

Information Technology Department
Head Office, Gandamunda, P.O.- Khandagiri, Bhubaneswar

RFP Ref. No. OGB/RFP/ITD/CKYC/001/18-19

**REQUEST FOR PROPOSAL FOR SELECTION OF VENDOR FOR IMPLEMENTATION OF
CENTRALIZED KYC REGISTRY SOLUTION (CKYCR)**

The information contained in this Request for Proposal Document (RFP Document) or subsequently provided to Bidder/s, whether verbally or in documentary form by or on behalf of the Odisha Gramya Bank provided to Bidder(s) on the terms and conditions set out in this RFP Document and any 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 the Bank Representatives to any party other than the entities who are qualified to submit their Proposal (Bidders). The purpose of this RFP Document is to provide the Bidder with information to assist in the formulation of their Proposal. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for the Bank Representatives, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP Document and wherever necessary, obtain independent advice from appropriate sources. The Bank Representatives, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP Document.

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

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KEY INFORMATION

| S.No | Description of Information/ Requirement | Information / Requirement |
|-------------|--|--|
| 1. | Tender Reference Number | OGB/RFP/ITD/CKYC/001/18-19 |
| 2. | Date of Issue of RFP | 12 th April 2018 |
| 3. | Last date for receipt of queries, if any. | 18 th April 2018 5:00 P.M. |
| 4. | Pre Bid Meeting (if Required) | 19 th April 2018 11:00 A.M |
| 5. | Bid Submission Mode. | Through manual Tendering process |
| 6. | Last Date and Time for submission of bids along with supporting documents through the above | 08 th May 2018 5:00 P.M. |
| 7. | Last date, time and place for submission of Original DD / Bank Guarantee for Cost of document, EMD. | 08 th May 2018 5:00 P.M. |
| 8. | Date, time and venue for opening the technical bid. | 09 th May 2018 11 A.M. |
| 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 / Bank Guarantee submission as stated in serial No.7 and for any enquiries. | S. K. Basa – Sr. Manager IT S. P. Harichandan- 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 number for any clarification. | 0674-2353025 / 0674-2353033 |
| 13. | Contact e-mail ID | itd@odishabank.in , gm.itd@odishabank.in |

INTRODUCTION

Odisha Gramya Bank, one of the leading Regional Rural Banks in the state of Odisha, has a presence through a widespread network of 549 branches all networked under Centralized banking Solution. It also has a network of more than 80 ATM(s) spread across the state including onsite and offsite ATMs. For enhancing customer convenience levels and overall inter-branch efficiency, the Bank has been a frontrunner in implementing various IT enabled products.

Procurement, Implementation and Maintenance of Centralised KYC Solution (CKYCR) with respect to this proposal:

Bank invites proposals from competent and authorized Bidders for Supply, Installation, Implementation, Customization, Testing, Training, Onsite Support and Integration of Centralised KYC Registry (hereinafter referred to as CKYCR) Solution for the Bank. Bank needs to integrate CKYCR portal of CERSAI, Govt. of India with proposed solution through STP using digital signature. The required solution should be installed at Bank's Primary Data Center (DC) and Disaster Recovery (DR) Site simultaneously and the bidder is responsible to make DR with sync for the proposed application and database at any point of time. The Bidder should be an OEM or authorized partner or System Integrator, having project team members and support personnel competent enough to install, configure, customize, maintain, training and support the proposed solution.

DISCLAIMER

- The information contained in this RFP document or any information provided subsequently to Bidder(s) whether verbally or in documentary form by or on behalf of the Bank, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.
- This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP 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 and obtain independent advice, wherever necessary. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- This is not an offer by the Bank but only an invitation to bid in the selection process initiated by the Bank. No contractual obligation whatsoever shall arise from this RFP process until a formal contract is executed by the duly authorized signatory of the Bank and the Bidder.

CHAPTER – 1

INSTRUCTIONS TO BIDDERS

1.1 Minimum Eligibility Criteria for the Bidders

The Minimum Eligibility Criteria for the bidder shall be as under:-

| S No. | Eligibility Clause | Documents Required |
|--------------|--|--|
| EC-1 | The bidder must be a Limited Company/ Private Limited Company, registered in India under the companies Act 1956 | Certificate of Incorporation & Commencement of Business (applicable for Public Ltd. Companies). A certified copy of the same are required to be submitted with the Bid. |
| EC-2 | a. The bidder should be an OSD/ OEM or authorized partner of OSD/ OEM for supply of licenses and solution implementation and maintenance support under warranty / AMC for the solution. | Letter of confirmation from OSD/ OEM need to be submitted. |
| | b. If vendor (partner of Original Solution Developer (OSD)) is not able to fulfill its obligation to support the solution during the contract period, OSD/ OEM will have to ensure support as per contract. An undertaking from the OSD/ OEM to this effect must be submitted. | Letter of confirmation from OSD/ OEM need to be submitted. |
| | c. If OSD/ OEM is bidding directly they cannot submit another bid with any vendor. | Letter of confirmation from OSD/ OEM in case if OSD/ OEM is bidding directly |
| EC-3 | The bidder should have a minimum turnover of Rs. 5crores per year during last three years. (i.e. FY 2014-15, 2015-16 , 2016-17) | Audited Balance Sheet for last three Financial Years 2014-15, 2015-16 and unaudited 2016-17 to be submitted. CA certificate with regard to turnover is required to be submitted by the bidder. |
| EC-4 | The Bidder must have positive net worth in last 3 financial years i.e. FY 2014-15, 2015-16 , 2016-17) | Audited Financial Statements (and Annual Reports, if applicable) for the last three financial years, viz. 2014-15, 2015-15 and 2015-2016 are to be furnished.CA certificate regarding Positive net worth needs to be |
| EC-5 | The bidder should be engaged in supplying, installation and providing maintenance services for CKYC solution in Odisha. | An undertaking in this regard is required to be submitted by the bidder/OEM supplier. |
| EC-6 | The bidders / Authorized Representative must have support office in Odisha (their own) | Provide the address and contact detail. |
| EC-7 | The Bidder should not be banned by any Public sector Bank/PSU/RRB/GOI Department as on date of submission of bid. | An Undertaking letter to be enclosed by the Bidder clearly stating that they are not banned by any Bank, PSU/GOI/RRB Departments as on date of submission of bid. |
| EC-8 | The Bidder has to give unconditional undertaking for providing service support/component parts, software's of all quoted products for minimum three years from the date of installation. | Bidder to submit an undertaking in this regard. |

| | | |
|-------|---|---|
| EC-9 | The Bidder must have supplied and implemented the proposed solution in at least one public sector bank. | The certificates & PO to this effect from the Bank(s) are required to be submitted. |
| EC-10 | The Bidder should not be blacklisted in any of the organization in last 5 year. | A self-declaration certificate need to be submitted along with the technical bid. |

Photocopies of relevant documents / certificates, duly stamped and signed must be submitted as proof in support of the claims made. The Bank reserves the right to verify /evaluate the claims made by the Bidder independently. The decision of the Bank in this regard shall be final, conclusive and binding upon the Bidder.

1.2 Cost of Tender

The tender document may also be downloaded from The Bank's official website www.odishabank.in. The bidder downloading the tender document from the website is required to submit a non- refundable fee ₹5000/- in the form of Demand Draft or Pay Order in favour of ODISHA GRAMYA BANK, payable at Bhubaneswar, at the time of submission of the technical bid, failing which the bid of the concerned Bidder will be rejected. It may be noted that amount will not be refunded to any prospective bidder under any circumstances including cancellation of RFP.

1.3 Language of the Bid: The bid as well as all correspondence and documents relating to the bid exchanged by the Bidder and The Bank shall be in English language only.

1.4 Two Bid System

- a. The Bid Proposal being submitted would be binding on the Bidder. As such it is necessary that authorized personnel of the firm or organization must sign all the pages of the Bid. The designated personnel should be authorized by a senior official of the Organization having such authority to do so. The photo copy of necessary Original Resolutions/ Authority/ Power of Attorney having authority to authorize the person to submit Bid Documents, on behalf of the Company shall be enclosed. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a Bid commitment. The letter should also indicate the complete name and designation of the designated personnel.
- b. The bidder shall submit his response to the present tender separately in two parts – **“The Technical Bid” and ‘Commercial bid’** . Technical Bid will contain product specifications whereas Commercial bid will contain the pricing information. In the first stage, only the Technical Bids shall be opened and evaluated as per the criterion determined by the Bank. Those bidders satisfying the technical requirements as determined by the Bank in its absolute discretion shall be short-listed for opening their commercial bid.
- c. The Bank reserves the right to accept or not to accept any bid or to reject a particular bid at its sole discretion without assigning any reason whatsoever.
- d. Bid documents shall be submitted in a Single sealed envelope, including Demand Draft / Pay Order towards cost of RFP, Bid Security (EMD) and other required documents as mentioned in the tender and a separate sealed envelope containing commercial bid Price, duly super-scribing the envelope with the reference of this RFP, due date, name of the Bidder with contact details, Offer reference number etc. Bid document should be duly filed and 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 Bid Documents should be **serially numbered** with the Bidder's seal duly affixed with the

Signature of the Authorized Signatory on each page. Documentary proof, wherever required, in terms of the RFP shall be enclosed

- e. The Bids containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the Bids. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in.

1.5 Formation of Bid

The bid must be made in an organized and structured manner. The Bid should be properly sealed and marked as “**Procurement, Implementation and Maintenance of Centralised KYC Solution (CKYCR)**”, Tender Reference Number, Bidder’s name and address. The Technical Bid shall contain the following documents:-

| S. No. | Documents |
|--------|--|
| 1 | Tender Covering Letter as per Annexure -I |
| 2 | Compliance of technical specification as per Annexure - II |
| 2 | Compliance to Minimum Eligibility Criteria as per Annexure III (please ensure that all related documents to Minimum Eligibility criteria have been attached) |
| 3 | Bidders Information as per Annexure IV |
| 4 | Acceptance of the terms and conditions of RFP and Technical Specifications (compliance Statement as per Annexure V) |
| 5 | Service Support Centers Detail as per Annexure – VI |
| 6 | Performance Statement as per Annexure VII |
| 7 | Another Sealed Envelope containing commercial Bid price as per Annexure VIII duly labeled as ‘commercial Bid price’ and Tender Reference No. , Name of the Bidder. |
| 8 | Bid Earnest Money in the form Bank Guarantee as per Annexure IX |
| 9 | DD/ pay order of Rs. 10000/- payable to Odisha Gramya Bank toward cost of Tender Document (Please mention the tender name with year and company name at the back of DD/Pay order.) |
| 10 | Copy of Power of Attorney authorizing official for signing the Bid |
| 11 | Any other document indicating the feature of the product. |
| 12 | Price masked commercial Bid |

Note: All Claims made by the Bidder will have to be backed by documentary evidence.

1.6 Submission of bids

The Bank expects the bidders to carefully examine all instructions, terms and conditions mentioned in this RFP document before submitting its unconditional compliance as part of the RFP. Failure to furnish all information required or submission of an RFP not substantially responsive to the RFP in every respect will be at the bidder’s risk and may result in the rejection of its response. Bids duly sealed should be submitted, in person, on or before the last Date and Time for bid submission at the address mentioned below.

General Manager (IT)
Odisha Gramya Bank,
Head Office Information Technology Department,
Gandamunda , Khandagiri
Bhubaneswar - 751030

Any other mode of submission, e.g. by courier, fax, e-mail etc. will not be accepted.

1.7 Cost of Preparation and Submission of Bid

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

- If any information / data / particulars are found to be incorrect, bank will have the right to disqualify / blacklist the company and invoke the bank guarantee/ forfeit the EMD.
- All communications, correspondence will be only to the prime bidder. Any partner/sub-contractor has to communicate only through the prime bidder. The prime bidder will act as the single point of contact for the bank.
- Bank reserves its right to cancel the order even after placing the letter of Intent (LOI) / Purchase Order, if bank receives any directions / orders from Statutory Body / RBI/Govt. of India in a nature that binds the bank not to take the project forward.

1.8 Late bids

Any bid received after the due date and time for receipts of bids as prescribed in this RFP will be rejected and returned unopened to the Bidder.

1.9 Earnest Money Deposit (EMD)

Non-submission of Earnest Money Deposit **₹5,00,000/-**(Rupees five lacs) only will lead to outright rejection of the Offer. The EMD is to be submitted in the form of bank guarantee, drawn in favour of Odisha Gramya Bank, H.O. Gandamunda , Khandagiri , Bhubaneswar -751030 from any Scheduled Commercial Bank valid for **minimum 225** Days from the date of Bid Submission Date.

EMD of unsuccessful Bidders will be returned to them on completion of the procurement process. The EMD of successful Bidder(s) will be returned within 30 days on submission of Performance Bank Guarantee equal to 10% of order value.

The Earnest Money Deposit may be forfeited under the following circumstances:

- a. If the Bidder withdraws its bid during the period of bid validity (**180 days** from the date of opening of the technical bid).
- b. If the Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
- c. In case of Technically qualified bidder, if the bidder fails:
 - To participate in commercial bid.
 - To accept bid after submitting the bid commercial price.
- d. In case of the successful Bidder, if the Bidder fails:
 - To accept the commercial bid price submitted during commercial bid.
 - To sign the contract in the form and manner to the satisfaction of the Bank.
 - To furnish performance Bank Guarantee in the form and manner to the satisfaction of the Bank.

1.10 Performance Bank Guarantee

The successful bidder has to submit the Performance Bank Guarantee equivalent to 10% of Order Value mentioned in Purchase Order for the due performance of the contract, valid for 63 months including 3 months claim period. It is to be submitted centrally at HO IT Department level within 10 days from the letter of selection.

In case vender(s) fails to perform the Contract or fails to pay the due penalty, if any, as demanded by bank, Bank shall invoke the Bank Performance Guarantee to recover penalty/damages.

1.11 Erasures or Alterations

The Bid should contain no alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialed / authenticated by the person/(s) signing the Bid. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of bid not substantially/conclusively responsive to the bidding documents in every respect will be at the Bidders risk and may result in rejection of the bid.

1.12 Opening of bids

Technical Bid offer will be opened on the date and time mentioned in the bid '**Key-Information**' in the presence of the Bidders who choose to attend on the said date and time.

The Bank will evaluate the technical and techno functional response to the RFP of the Bidders who are found eligible as per the eligibility criteria mentioned in the RFP. There will be no scoring involved in the eligibility evaluation. Bids of only those Bidders who have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation would be taken up by the Bank for further detailed evaluation. The Bidders who do not meet the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation. During evaluation of the Bids, the Bank at its discretion may ask a bidder for clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.

1.13 Evaluation Process of the Bids

The Evaluation will be a Three-stage process:

1. Eligibility Criteria Evaluation - (Mandatory to meet by the bidders)
2. Technical Evaluation
3. Commercial Evaluation- (through sealed commercial bidding)

The evaluation by the Bank will be undertaken by a committee of internal Bank officials. The decision of the committee shall be considered final.

1.13.1 Preliminary Scrutiny

- a. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.
- b. The Bank may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation.
- c. The Bank will first examine whether the Bid and the Bidder is eligible in terms of Eligibility Criteria. The bids not meeting the Minimum Eligibility Criteria shall not be considered for further evaluation.
- d. Prior to technical evaluation, the Bank will determine the responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security, Applicable Law, Bank Guarantee, Eligibility Criteria, will be deemed to be a material deviation.
- e. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- f. If a Bid is not responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

1.13.2 Clarification of bids

To assist in the scrutiny, evaluation and comparison of offers/bids, The Bank may, at its sole discretion, ask some or all Bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of The Bank in this regard shall be final, conclusive and binding on the Bidder.

The bidder shall notify The Bank in writing of all subcontracts awarded under the contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the bidder from any liability or obligation under the contract. The Bank reserves rights to accept such arrangement or reject the proposal outright. Proof of such contracts should be submitted to The Bank.

1.13.3 Technical evaluation:

The technical bids shall be evaluated by a committee of experts for the following:-

- i. Compliance of Minimum eligibility criteria
- ii. Receipt of all/complete documents/information/undertakings etc.
- iii. Compliance of technical specifications of the products quoted.
- iv. Adherence to support set up requirements.

Bank may, if it deems necessary, ask for presentations of the bidder or site visits of their facilities to assess and satisfy itself on manufacturing/supply chain and support capabilities of the bidders.

1.13.4 Commercial Evaluation

The commercial bid evaluation will be carried out through sealed envelope containing "commercial bid Price". Based on the commercial bid values obtained, the bidder with the lowest commercial proposal will be designated as L1 Bidder.

1.14 Address for Submission of Bid and communication:

Offers should be addressed to the following office at the address given below:

General Manager (IT)
Odisha Gramya Bank,
Head Office, Information Technology Department,
Gandamunda , Khandagiri
Bubaneswar – 751030

1.15 No commitment to accept lowest or any bid

The Bank shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete.

Bank reserves the right to make changes in the terms and conditions of purchase. Bank will be under no obligation to have discussions with any bidder, and/or entertain any representation.

1.16 Right to Accept Any Bid and To Reject Any or All Bids / Cancellation of Tender Process

ODISHA GRAMYA BANK reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof even after issuance of letter of Intent. Any decision of Odisha Gramya Bank in this regard shall be final, conclusive and binding upon the bidders. The Bank reserves the right to accept or reject any Bid in part or in full, and to annul the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds

for Bank's action. During any stage of evaluation process, if it is found that the bidder does not meet the eligibility criteria or has submitted false /incorrect information the bid will be summarily rejected by the Bank and no further correspondence would be entertained in this regard. Bank further reserves the right to amend, rescind, reissue or cancel this RFP and all amendments will be advised to the Bidder and such amendments will be binding upon them. The Bank also reserves its right to accept, reject or cancel any or all responses to this RFP without assigning any reason whatsoever. Further please note that the bank would be under no obligation to acquire any or all the items proposed. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of Odisha Gramya Bank and the bidder.

1.17 Correction of Errors

Bidders are advised to exercise greatest care in entering the pricing figures. No corrigenda or requests for prices to be corrected will be entertained after the bids are opened. If there are any corrections in the bid document, the authorized signatory should initial them all, failing which the figures for such item shall not be considered. Discrepancies in bids will be corrected as follows:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall prevail
- Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of Bank, there is an obvious error such as a misplacement of a decimal point, in which case the line item total will prevail
- Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the schedule of prices, the amount obtained on totaling the line items in the Bill of Materials will prevail

The amount stated in the correction form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall price to rise, in which case the bid price shall prevail.

Based on the Bank's requirements as listed in this document, the bidder should identify and offer the best-suited solution / bill of material for the product that would meet the Bank's requirements and quote for the same.

1.18 Soft copy of tender document

The soft copy of the tender document will be made available on the Bank's website www.odishabank.in. However, the Bank shall not be held responsible in any way, for any errors / omissions / mistakes in the downloaded copy.

The bidder is advised to check the contents of the downloaded copy for correctness against the printed copy of the tender document. The printed copy of the tender document shall be treated as correct and final, in case of any errors in the soft copy.

1.19 Bid validity period

Bids shall remain valid for 180 (one hundred eighty) days after the date of bid opening prescribed by the Bank. The Bank holds the rights to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence. In exceptional circumstances, The Bank may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended.

A Bidder acceding to the request will neither be required nor be permitted to modify its bid. A Bidder may refuse the request without forfeiting its bid security. In any case the bid security of the Bidders will be returned after completion of the process.

1.20 Pre-bid meeting

For clarification of doubts of the bidders on issues related to this RFP, the Bank intends to hold a Pre- Bid Meeting on the date and time as indicated in the RFP in **Key-Information**.

For any clarification with respect to this RFP, the bidder may send an email to itd@odishabank.in by last date of submission of queries as defined in **Key-Information** in this document. The format to be used for seeking clarification is mentioned in **Annexure-XII (Pre-bid Query Format)**. It may be noted that all queries, clarifications, questions etc., relating to this RFP, technical or otherwise, must be in writing only and should be sent to the email-id as stated earlier.

Only two authorized representatives of the bidders who have purchased the RFP will be allowed to attend the meeting and such person need to present authorization letter from the bidder's organization.

1.21 Award of contract

Following evaluation, a contract may be awarded to the bidder whose bid meets the requirements of this RFP and provides the best value to the Bank from both a techno-functional and commercial point of view.

The Bank reserves the right to award the contract in whole or in part. The acceptance of the bid, subject to contract, will be communicated by way of placing a purchase order in writing at the address supplied by the bidder in the bid document. Any change of address of the bidder should therefore be notified promptly to the Assistant General Manager (IT) at the address given in this RFP.

1.22 Contract Period

The contract period will be for the periods of Five Years (1 year Warranty + 4 Years AMC). Further Bank reserves the right to extend the contract after the expiry for further period on mutually agreed term and conditions.

1.23 Signing of contract

The successful bidder(s) shall be required to enter into a contract with Bank, within thirty (30) days of the award of the work or within such extended period, as may be specified by Bank. This contract shall be based on this RFP document (read with addendums/Corrigendum/Clarifications), LOI, Purchase Order and such other terms and conditions as may be determined by Bank to be necessary for the due performance of the work, as envisaged herein and in accordance with the bid.

However the terms and conditions of purchase order and RFP shall constitute a binding contract till such a contract is issued.

1.24 Confidentiality of the Bid Document

The Bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and confidential.

CHAPTER - 2
TERMS AND CONDITONS

2.1 PRICES AND TAXES

Prices shall be expressed in the Indian Rupees only. The bidder must quote total price inclusive of charges related to freight, insurance, forwarding, packing, dispatch, installation etc. GST and/or other applicable tax shall be payable extra on actual basis as per Govt. rules.

2.2 PAYMENT TERMS

Hardware Payment (if any):

- 80% on delivery and installation of application.
- 20% after submission of performance guarantee of 10% of project cost mentioned in Purchase Order.

Software & Implementation Payment:

- 80% on delivery and installation of application (after 15 days of the delivery date)
- 20% after 2 month of successful implementation from delivery Date. (Successful implementation means, the implementation should be as per requirement of the Bank meeting all standards)

Other payments except AMC will be made after complete integration of application, training to Bank staff, UAT sign off and acceptance by Bank.

Payment of AMC will be done Half yearly in arrear after submission of Invoice to HO IT Department on half yearly basis.

All payment will be initiated after submission of performance guarantee and SLA.

2.3 PAYING AUTHORITY

- i. Placement of Orders: The software components will be supplied and installed at DC and DR Site. The purchase order will be placed by HO IT Department.
- ii. The payments as per the Payment Schedule covered herein above shall be paid by HO IT Department.
- iii. Following Documents are to be submitted for Payment:-
 - Invoice
 - Installation Report
 - Go-live signoff report ,
 - Training completion certificate as applicable,

All UAT Signoff Report must be counter-signed by an authorized official from concerned business Department.

2.4 ACCEPTANCE TESTS

The selected bidder in presence of the Bank authorized officials will conduct acceptance test at the site. The test will involve installation and commissioning and successful operation of the software, etc. No additional charges shall be payable by the Bank for carrying out these acceptance tests

2.5 DELIVERY PERIOD

The date on which the application is delivered will be taken as the date of delivery. The bidder shall be responsible for delivery of the application ordered at site within 4-5 weeks from the date of order.

2.6 INSTALLATION:

Bidder shall be responsible for installation and integration of the application software ordered at site within 30 days from the date of delivery. Penalty will be charged @0.5% of total cost of application software (order value) for the per week delay in installation subject to maximum 5% of order value which will be over & above late delivery charges.

2.7 WARRANTY:

Comprehensive on-site one year warranty from the date of complete installation and acceptance of application.

The bidder shall be fully responsible for the warranty for application software, against any defects arising from design, any defect that may develop under normal use during warranty period.

- a) Warranty would cover updates/maintenance patches/bug fixes (available from the original software vendor) for system software & firmware patches/bug fixes, if any.
- b) The bidder will obtain written acknowledgement from Bank after completion of warranty period for successful sign off of warranty period.

2.7.1 The scope of service will include:-

- i. That the Bidder will assume total responsibility for the fault free operation of application software and maintenance during the warranty and post warranty (AMC period) for a total duration of five years. The bidder will accomplish preventive and breakdown maintenance activities to ensure that application execute without defect or interruption for at least 99% uptime for 24 hours a day, 7 days a week of operation on a quarterly basis. If the service support is less than 24*7 basis, Bank may at its own discretion reject the proposal in total, without assigning any reason.
- ii. The bidder has to ensure on-site support (without any extra cost) for resolving all Software & OS related issues, including re-installation of Web based application Software / OS and other software, due to any reason what-so-ever, during warranty and AMC period (or such other extended period as per the contract terms and paid maintenance will commence only thereafter).
- iii. During the warranty period the vendor should undertake to provide the Bank free maintenance service from the date of commissioning of the applications

2.8 SYSTEM UP TIME

Bidder has to guarantee minimum uptime of 99% during contract period.

2.9 ANNUAL MAINTENANCE CONTRACT

2.9.1 The vendor is expected to maintain the application software supplied for at least four years after the expiry of warranty period of one year. Comprehensive on-site maintenance charges, for the post warranty period, must be quoted in percentage terms on a yearly basis, in the Commercial Offer.

The vendor should also quote for 4 years AMC after the expiry of warranty period of one years with option for further extension on mutually agreed terms. AMC payment will be released on half-yearly basis, in arrears.

2.10 DELAYS IN THE BIDDER'S PERFORMANCE

The bidder must strictly adhere to the implementation schedule, as specified in the purchase contract, executed between the Parties for performance of the obligations, arising out of the purchase contract and any delay in completion of the obligations by the Bidder will enable Bank to resort to any or both of the following:

- i. Claiming Liquidated Damages
- ii. Termination of the purchase agreement fully or partly and claim liquidated damages.

2.11 LIQUIDATED DAMAGES

If supplier fails to deliver any or all goods within stipulated time schedule, the Bank shall, without prejudice to its other remedies under the rate contract, deduct from the ordered price, as liquidated damages, a sum equivalent to 0.5% of the order value for each week of delay subject to the maximum of 5%. The penalty will be charged on order value for the items for which delivery is delayed.

The Bank is entitled to deduct the penalty from the purchase price or any other amount, which is due to supplier from this contract, or any other contract or by invoking the Bank Guarantee.

2.12 ORDER CANCELLATION

- a) The Bank reserves the right to cancel the contract placed on the selected Bidder and recover expenditure incurred by The Bank under the following circumstances:-
- b) The selected Bidder commits a breach of any of the terms and conditions of the bid and fails to meet agreed uptime.
- c) The Bidder goes into liquidation, voluntarily or otherwise.
- d) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- e) If the selected Bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. The Bank reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.
- f) If deductions of account of liquidated damages exceeds more than 5% of the total contract price.
- g) In case the selected Bidder fails to deliver the quantity as stipulated in the delivery schedule, The Bank reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected Bidder.
- h) 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 the Bank guarantee under this contract.
- i) The Bank reserve its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone.

2.13 CONSEQUENCES OF TERMINATION

In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], the Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Bidder to take over the obligations of the erstwhile Bidder in relation to the execution/continued execution of the scope of the Contract.

In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by The Bank, the Bidder herein shall be obliged to provide all such assistance to the next successor Bidder or any other person as may be required and as The Bank may specify including training, where the successor(s) is a representative/personnel of The Bank to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

Nothing herein shall restrict the right of The Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to The Bank under law or otherwise.

The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to

come into or continue in force on or after such termination.

2.14 DISPUTE RESOLUTION MECHANISM

The Bidder and The Bank shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:-

- I. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- II. The matter will be referred for negotiation between General Manager of The Bank / Purchaser and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Bhubaneswar and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

The arbitrators shall hold their sittings at Bhubaneswar. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Bhubaneswar alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

2.15 JURISDICTION

The jurisdiction of the courts shall be in Bhubaneswar, Odisha.

2.16 NOTICES

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier.

Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

2.17 AUTHORIZED SIGNATORY

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the bank with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract a certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the Bidder to discuss, sign agreements/contracts with The Bank, raise invoice and accept payments and also to correspond. The Bidder shall provide proof of signature identification for the above purposes as required by the bank.

2.18 FORCE MAJEURE

Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or The Bank as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:-

- Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics
- Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
- Terrorist attack, public unrest in work area

Provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The Bidder or The Bank shall not be liable for delay in performing his/her obligations resulting from any force Majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions related to indemnity, confidentiality survives termination of the contract.

2.19 CONFIDENTIALITY

The selected vendor acknowledges that all material information which has or will come into its possession or knowledge in connection with this agreement or the performance hereof, consists of confidential and proprietary data, whose disclosure to or use by third parties will be damaging or cause loss to ODISHA GRAMYA BANK. The vendor agrees to hold such material and information in strictest confidence and not to make use thereof other than for the performance of this agreement to release it only to employees requiring such information and not to release or disclose it to any other party. The vendor agrees to take appropriate action with respect to its employees to ensure that the

Obligations of non-use and non-disclosure of confidential information under this agreement can be fully satisfied.

2.20 OWNERSHIP AND RETENTION OF DOCUMENTS

The Bank shall own the documents, prepared by or for the selected Bidder arising out of or in connection with the Contract.

Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by The Bank, the Bidder shall deliver to The Bank all documents provided by or originating from The Bank / Purchaser and all documents produced by or from or for the Bidder in the course of performing the Service(s), unless otherwise directed in writing by The Bank at no additional cost.

The selected Bidder shall not, without the prior written consent of The Bank/ Purchaser, store, copy, distribute or retain any such Documents.

The selected Bidder shall preserve all documents provided by or originating from The Bank /

Purchaser and all documents produced by or from or for the Bidder in the course of performing the Service(s) in accordance with the legal, statutory, regulatory obligations of The Bank /Purchaser in this regard.

2.21 PATENT RIGHTS

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc., arising from the use of the Goods or any part thereof in India, the Vendor shall act expeditiously to extinguish such claim. If the Vendor fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation to claimant including all expenses, court costs and lawyer fees. The Bank will give notice to the Vendor of such claim, if it is made, without delay. The Vendor shall indemnify the Bank against all third party claims.

2.22 COMPLIANCE WITH STATUTORY AND REGULATORY PROVISIONS

It shall be the sole responsibility of the Vendor to comply with all statutory, regulatory & Law of Land and provisions while delivering the services mentioned in this RFP.

2.23 INTELLECTUAL PROPERTY INDEMNITY & INDEMNITY AGAINST MISUSE OF LICENSE

The selected vendor has to undertake to indemnify Odisha Gramya Bank and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any Indian or foreign patent, trademark or copyright, arising out of the performance of this contract.

The selected vendor shall have to undertake to indemnify Odisha Gramya Bank and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement or misuse by vendor of, any license issues arising out of the execution of this contract.

2.24 LEGAL COMPLIANCE

The successful bidder hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required. If at any time during the term of this agreement, the Bank is informed or information comes to the Bank's attention that the Successful bidder is or may be in violation of any law, ordinance, regulation, or code (or if it is so decreed or adjudged by any court, tribunal or other authority), the Bank shall be entitled to terminate this agreement with immediate effect.

The Successful bidder shall maintain all proper records, particularly but without limitation accounting records, required by any law, code, practice or corporate policy applicable to it from time to time including records, returns and applicable documents under the Labour Legislation.

The Successful bidder shall ensure payment of minimum wages to persons engaged by it as fixed from time to time under the Minimum Wages Act, 1948. In case the same is not paid, the liability under the act shall solely rest with the successful bidder.

2.25 GOVERNING LAW AND RESOLUTION OF DISPUTES

All disputes or differences whatsoever arising between the parties out of or in relation to the construction meaning and operation or effect of the Contract / Tender Documents or breach thereof shall be settled amicably. If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the applicable national laws, and the award made in pursuance thereof shall be binding on the parties. Any appeal will be subject of the exclusive jurisdiction of courts at Delhi and the language of the arbitration proceedings and that of all documents and communication between the parties shall be in English.

The laws applicable to this contract shall be the laws in force in Bhubaneswar, India. The contract shall be governed by and interpreted in accordance with Indian law.

The successful bidder(s) shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbiter, as the case may be, is obtained. The venue of the arbitration shall be in Delhi.

2.26 CONFLICT OF INTEREST

The Bidder shall disclose to the Bank in writing all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

2.27 PUBLICITY

Any publicity by either party in which the name of the other party is to be used should be done only with the explicit written permission of such party.

2.28 LIMITATION OF LIABILITY

Vendor's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for IP Infringement indemnity Bodily injury (including Death) and damage to real property and tangible property caused by vendor/s' gross negligence. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by bank on the vendor that gave rise to claim, under this tender. Vendor shall not be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.

CHAPTER - 3 SCOPE OF WORK

Bank proposes to procure application software to capture the KYC details of new / legacy account of individual and legal entities as per the template of CKYCR and check with the database of CKYCR and upload to CERSAI (CKYCR) portal in case the record does not exist already. CKYCR is a centralized repository of KYC records of customers in the financial sector with uniform KYC norms and inter- usability of the KYC records across the sector with an objective to reduce the burden of producing KYC documents and getting those verified every time when the customer creates a new relationship with a financial entity. The details of functional requirements and required technical specifications to implement the solution at Bank are to be submitted as per Annexure IV attached herewith.

The scope of work includes following but is not limited to:

- 3.1** The main scope is implementation of enterprise wide web based application for Bank to manage KYC records of new and existing customers of Bank by fetching required details from CKYCR & Bank's CBS via Straight through Processing-STP and allowing the users of Branch to fill the gap data to meet the requirements of CKYCR template. The application should be accessible via banks network not through internet.
- 3.2** The bidder should specify the configurations of required Hardware, Operating System and Database and will be responsible for sizing, installation and integration of all Hardware, storage and Network including Operating system and Database at DC and DR.
- 3.3** Bidder should be responsible for proper sizing of hardware to satisfy the required performance of CKYC validation. The CKYC validation will be used at 558 locations of Bank (with future projection of $\pm 10\%$). The average bandwidth of locations is 64Kbps. The application and hardware provided should be compatible with the existing infrastructure of Bank.
- 3.4** All hardware (if any) should be delivered and installed at DC, Chennai and DR, Hyderabad. Switch ports will be provided by bank. Network connectivity between switch port and server (if any) should be provided by Vendor.
- 3.5** The Successful Bidder will be responsible for redundancy of hardware installed between DC Chennai and DR Hyderabad. Any kind of replication should be automated by Bidder.
- 3.6** The bidder should either provide the source code itself with necessary documentation or arrange to keep it under escrow arrangement
- 3.7** Bidder will ensure that, the application should work on any enterprise grade database (MYSQL/Oracle/DB2/Windows SQL server) with latest version (Upgradable / Down gradable) and shall be responsible for providing necessary licenses.
- 3.8** Bank has M/s HP as system integrator and for any integration or technical requirement bidder has to liaison with M/s HP. Bank will not provide any extra cost to bidder for the said purpose.
- 3.9** Data capturing page of proposed solution given for branch users should validate PAN and Aadhaar number from NSDL and UIDAI sites and same facilities to be available for other OVDs in public domain as and when they become available.
- 3.10** The proposed solution should be capable of fetching data and required attachments from CKYCR and pre fill the data entry screen of branch while on boarding the customer / modifying the existing customer profile.
- 3.11** The licenses for the proposed solution should be enterprise wide and there should not be any restrictions in issuing licenses based on no. of users, no. of branches, no. of channels integrated, no. of uploading / downloading documents or transactions or files and asset size of Bank etc.
- 3.12** The system should be capable of capturing data of new / legacy account of individual and legal entities as per template of CKYCR.

- 3.13** The Proposed solution should be capable of uploading customer documents such as photo, proof of identity, signature and proof of address into the application electronically with CKYCR system and auto setting has to be configured such as photo should be in color and passport or other Official Valid Documents - OVD will be as per the CERSAI specifications of CKYCR.
- 3.14** The system should check the names of customers with the data base of Central KYC Registry, as per bank's requirement.
- 3.15** If any value of particular field as per CKYCR template is not available in Bank's Core Banking Solution, the branch user will fill the required additional details in the proposed solution. So the proposed application should have sufficient data entry / upload module to accept the gap data for a single / multiple customers at a time.
- 3.16** The Proposed solution should be capable to identify De-duping of customer at the time of on boarding.
- 3.17** The Proposed solution should be capable of uploading data to CKYCR server and downloading data from CKYCR server.
- 3.18** The Proposed solution should be capable of bulk uploading/downloading of required information and documents to CKYCR server in the compressed format as per the prescribed format of CKYCR.
- 3.19** The Proposed solution should support for scheduling bulk upload / download activities as per bank's requirement with all integrated systems via Straight through Processing - STP. The customization in the proposed solution for any such activities in future has to be done within ATS cost only.
- 3.20** The Proposed solution should be capable of downloading customer data/document based on unique ID given by CKYCR of the customer/legal entities without human intervention.
- 3.21** The Proposed solution should be capable of providing an interface to search through API on CERSAI platform to check whether the required CKYC is present in CERSAI database or not.
- 3.22** The Proposed solution should have built in ETL tool to extract, transform and load data from Bank's in Core Banking Solution / Existing KYC AML system for further process on daily basis.
- 3.23** The Proposed solution should be capable of identifying the records automatically which are to be uploaded to CKYCR server & which are already uploaded.
- 3.24** The proposed solution should be capable of validating the Aadhaar by using banks existing biometric device.
- 3.25** The Proposed solution should be capable of mapping a new account to an existing customer automatically using business rules configured in the system. Such rules should be flexible and highly parameterized in the proposed solution. The rules can be added, changed or removed by Bank at any point of time and in case of customization required every time in the solution then there will not be any cost to Bank for this change request.
- 3.26** The Proposed solution should be capable of picking up unlimited address types and number of address along with contact numbers and email details. Address change of the customer through this solution should be maintained in a user friendly and readable manner with the account linkage.
- 3.27** The Proposed solution should be capable of capturing any future field or requirement by CKYC Registry, Regulators or Banks, from time to time.
- 3.28** The Proposed solution should be capable of sending the information as per the escalation matrix for non-uploading of document or information in stipulated time given by CKYCR to different levels as per Bank's requirement.
- 3.29** The Proposed solution should be capable of providing details to Bank and other monitoring authorities for progress/pendency of the work of screening/scrutiny of the work under correspondence with the field functionaries. Bidder has to liaison with M/s HP and M/s Bone Communications LTD/M/s CMS IT System Pvt. Ltd. for sending e-mail and SMSs respectively and integration cost to be borne by the bidder

- 3.30** The Proposed solution should be capable of maintaining proper history of uploading of customer data.
- 3.31** The Proposed solution should be capable of receiving notification/deficiency from CKYCR and will give email to respective branch/user under copy to administrator/RO user/CO user.
- 3.32** The Proposed solution should be capable to give SMS/email alert to respective customer whose notification comes to the branch. It should have a workflow and all interaction with www.ckycindia.in or the CKYCR system should happen through secure FTP and SSL. Bank's SMS and Email Gateway details will be disclosed separately with Successful Bidder.
- 3.33** The proposed solution should integrate with CKYCR system using single Server Class –III Certificate. So there should be no need to procure digital signature branch wise even if the solution is used by multiple branches.
- 3.34** Branches should be able to login through separate user-id and password or Single Sign On using Lightweight Directory Access Protocol (LDAP). System should allow the users to add or modify based on maker checker or as per configured workflow by Bank official. System should allow configuring the work flow by admin user of the Bank.
- 3.35** System should digitally sign the zip folder before upload as per requirements of CKYCR.
- 3.36** System should place all files on SFTP (Secure File Transfer Protocol) server and it should be capable of reading responses automatically.
- 3.37** The activities of every user in workflow should be logged by the system automatically for each record and the same should be maintained.
- 3.38** As and when the new requirements arise from verticals/CKYCR, system should be capable of providing the necessary dashboards like probable match, New Customer, Notification Management and Replicate Modification etc. without any extra cost to bank.
- 3.39** The Proposed solution should be capable to send the data back to Bank's Core Banking Solution which is received from CKYCR System.
- 3.40** The proposed solution should not allow to re upload the KYC details of a customer to CKYCR system, if it is already uploaded earlier by system until or unless any change identified in the existing profile.
- 3.41** The Proposed solution should be capable to show Region Wise/Branch wise no. of pending, uploading and even uploaded in CKYCR as per bank's requirement.
- 3.42** The Proposed solution should be capable to generate reports in multiple formats – PDF, RTF, HTML, CSV and XLS/XLSX. User can configure the columns and print settings - header, footer etc.
- 3.43** End users should be capable of scheduling the report generation by specifying the frequency / timings in the proposed solution.
- 3.44** The proposed solution should be in a position to do an age-wise analysis and provide a report in the system to view pending for uploading at a summary level, like no. of documents outstanding, no. of days pending in descending order as per bank's requirement and the same can be communicated through automated e-mail also on daily basis as alert.
- 3.45** The proposed system should be able to generate MIS reports as per Bank's requirement.
- 3.46** The proposed solution should have the ability to delete or modify or remove the configured workflows, if they become redundant or obsolete as per bank's requirement and there should be sufficient logs for every action without any cost to bank.
- 3.47** The proposed solution should have ability to integrate and pick up images from other application such as CBS (Core Banking Solution), DMS (Document Management System), Tabulous Banking, FI Gateway, Banking Correspondent / Bank Mitra's Solution, Business Facilitator (BF) and online account opening system / Internet Banking etc. data as per bank's requirement.
- 3.48** The proposed solution should be capable of identifying multiple Customer Information Form (CIF) of a single customer on parameters like Date of Birth, PAN Number, Aadhaar Card, Driving License, Voter Card etc.

- 3.49** The proposed solution should be capable to generate and send letter of pending uploading and pending notification received from CKYCR to branches under copy to respective Regional Office through email.
- 3.50** The proposed solution should be capable of using existing scanners available at branches as per description of CKYCR uploading requirement.
- 3.51** The proposed solution should be capable of uploading or downloading of data/document easily from remote branches having variable bandwidth over lease line/VSAT/ even on 32 kbps bandwidth.
- 3.52** The proposed solution should be capable of storing customer data and photograph as per bank's requirement.
- 3.53** Any other features that may be required by CKYCR authorities to meet the objective and are missed to mention here should also be assumed a part of the scope of the solution and the same should be incorporated in the System without any cost to Bank.
- 3.54** The proposed solution should be able to retrieve data as per CKYCR or Bank or Regulator's requirement.
- 3.55** Detailed process documentation, Standard Operating Procedures and management of solution should be created and submitted to Bank before project signoff.
- 3.56** The successful bidder has to provide 24x7 online support to Bank and if required the vendor's engineer has to visit Bank's premises to resolve the issue.
- 3.57** For TCO calculation, cost of ATS for 4 year has been considered.
- 3.58** Bidder should provide 1 year warranty and adequate support to bank for 4 year without any extra cost for all supplied software, if any in case of such requirement from Bank for these RFP requirements.
- 3.59** On-site Support of an engineer to be provided for 3 months after go-live.
- 3.60** Training to the Bank's project team and the user team. Training must cover both classroom and hands on sessions. Necessary training material and documents must be provided to the participants. The training program should be of 2 batches of maximum 25 participants each at H.O. Bhubaneswar/ROs. Trainers cost to be borne by the bidder and Bank will provide the classroom and other facilities.

CHAPTER - 4
PENALTIES

4.1 Penalty for Delivery

The system is to be delivered within stipulated time from the date of order:-

- i. For this purpose, **delivery** means delivery of all the ordered application software including the set of document/CDs/DVDs on operational use of the application software, one set of cartridge tapes/CD/DVD ROM containing the original system software and all the relevant documentation.
- ii. If the bidder fails to deliver within stipulated time schedule, the purchaser shall, without prejudice to its other remedies under the rate contract, deduct penalty *at the rate of 0.5% of the order value of undelivered application software for per week of delay, as late delivery charges until actual delivery of the application software subject to a maximum of 5% of the order value.*
- iii. The Bank is entitled to withhold (deduct) from the purchase price or any other amount, which is due to bidder from the contract.
- iv. The Bank reserves the right to cancel the order in case complete delivery/services are not affected within the stipulated time.

4.2 Penalty for installation

Penalty will be charged @0.5% per week of order value delay in installation, subject to maximum 5% of total cost (out of total order value), which will be over & above the late delivery charges.

4.3 Penalty for Downtime

Bidder has to guarantee minimum uptime of 99% quarterly during services period (warranty & AMC). For calculation purpose of up time, Bank will consider business hours 10AM to 5PM on all working days. It will be calculated on quarterly basis. Bank will charge penalty in case of not meeting the uptime requirements.

During the contract period (warranty + AMC) for every fall of 1% up-time, charges will be deducted @ 0.5% of the cost total order value subject to maximum 5%.

4.4 Recovery of Penalty:

- (I) During warranty Period:** Amount of penalty will be recovered from vendor, on demand from Bank. The vendor undertakes to pay the penalty amount as prescribed by the Bank. Bank reserve the right to invoke the Bank Guarantee for recovering the penalty amount.
- (II) During AMC Period:** Amount of penalty as per above clauses will be recovered/adjusted while making payment of the next renewal of AMC. In case of non-renewal of AMC, vendor will submit an unconditional undertaking to pay the pending penalty amount or damages immediately after demand from bank.

The Bank reserves the right to recover the penalty amount by any mode such as adjusting from any payments to be made by the Bank to the Bidder.

ANNEXURE -I
Tender Covering Letter

The General Manager – IT
Odisha Gramya Bank,
Gandamunda, Khandagiri,
Bhubaneswar - 751030

Dear Sir,

Sub: Procurement, Implementation and Maintenance of Centralized KYC solution (CKYCR) under Rate Contract- **Tender Ref No.**_____ **dated** _____

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we hereby enclose our offer for CKYCR (Centralized KYC) Under Rate Contract forming Technical as well as Commercial Bids being parts of the above referred Bid.

Further we agree to abide by the terms and conditions of this tender and our offer shall remain valid for 180 days from the date of commercial bid opening and our offer shall remain binding upon us which may be accepted by the Bank any time before expiry of 180 days.

Until a formal contract is executed, this tender offer, together with the Bank's written acceptance thereof and Bank's notification of award, shall constitute a binding contract between us.

We understand that The Bank is not bound to accept the lowest or any offer the Bank may receive. We also certify that we are not blacklisted / banned by any Public sector Bank/PSU/RRB/GOI Department at the time of bid submission.

Dated this day of _____, 2018

Signature: (In the Capacity of)

a) Functional specifications

ANNEXURE – II
Technical Specification

| S. No. | Description | Compliance (Yes/No) | Comments |
|--------|--|---------------------|----------|
| 1 | The software application at HO should have the capability to download the KYC data from the CBS, after the day end process, on daily basis, and as per the prescribed format, confirming to the template duly validated, in respect of all the operative accounts newly opened by the individuals on the previous day. | | |
| 2 | <p>1) The scanning utility for branches should have the capability to scan the photograph, specimen signature, photo identity proof and address proof of all the newly opened accounts, as mentioned at (1) above, and crop / resize the same automatically as per the following specification, prescribed by CERSAI as per their operating guidelines:</p> <p>a) Documents should be scanned in grey scale with a scanning resolution of 150-200 DPI</p> <p>b) Photograph has to be scanned in color mode with dimensions of 200X230 pixels and size should be between 20-50 KB</p> <p>c) The file format should be TIF, TIFF, PDF, JPEG, JPG.</p> <p>d) The maximum file size should not exceed 350 KB for individual KYC records (all the four documents put together)</p> <p>2) The images scanned at the branches through the scanning utility should be moved to central server at DC & DR, after the day end process.</p> | | |
| 3 | <p>a) The software application should have the capability of generating a bulk file at HO for uploading to the CERSAI server, duly conforming to (1) above, after collating KYC data with the scanned images available in the DC & DR server and match the same, customer-wise.</p> <p>b) The software should have the capability for zipping the images for each record separately and digitally sign the master zip file for uploading to CERSAI.</p> | | |
| 4 | On uploading to CERSAI, response files will be generated by CERSAI. These files contain success records, error records and download records. The software application should have the capability to read these 'response files' generated after uploading the bulk files (as mentioned at 3 above) to the CERSAI Server. | | |
| 5 | <p><u>Success Records:</u> Wherever the uploaded files are accepted by the CERSAI successfully, the software application should have the capability to –</p> <p>a) Generate a daily report file showing details like customer id, customer name and the unique 14-digit KYC identifier number allotted by CERSAI.</p> <p>b) Based on this report, the 14-digit KYC identifier number is to be imported to the Finacle by the Bank <u>manually</u> for updating the same in the respective customer profile.</p> <p><u>Download Records:</u> The software should also have the capability to download</p> | | |

| | | | |
|---|---|--|--|
| | <p>the KYC records of the customer who are already having banking account with other banks, on providing the 14-digit KYC Identifier issued by CERSAI.</p> <p>(Unique KYC identifier numbers are allotted by CERSAI under two scenarios viz. (1) where the party is a new customer opening banking account for the first time and (2) where the party is already having banking account with some other bank. In both these cases, the work flow is the same).</p> <p>Error Records: Wherever there is failure in uploading the file, the application should have the capability to –</p> <ul style="list-style-type: none"> ➤ read the response file and show the error message or error description for the given error code ➤ provision to transmit the error messages to the respective branches for rectification / clarification by the branches wherever branch intervention is needed ➤ re-upload the rectified records to CERSAI thereafter ➤ maintain the history of error records | | |
| 6 | <p>Probable match: On uploading the KYC records, where there is no match or exact match exists, Banks will be provided with the 14-digit KYC Identifier.</p> <p>Where a probable match exists for the KYC data uploaded, the records will be flagged by CERSAI for reconciliation by the banks.</p> <p>The software should have the capability of –</p> <ol style="list-style-type: none"> a) Identifying and displaying such probable match cases flagged by CERSAI for reconciliation by the Bank. b) Transmitting such probable cases to the respective branches for reconciliation/resolution by the branches, wherever branch intervention is needed c) To download the KYC records from the CERSAI server, if probable match cases are found to be an ‘exact match’ d) To forward such cases to CERSAI, if probable match cases are found to be ‘no match’. e) The reconciliation of ‘probable match’ cases should be completed within 5 working days, beyond which such records will be withdrawn by CERSAI. Hence, the software should have the capability of generating a report indicating details of such cases. | | |
| 7 | <p>The software application should have the capability for uploading the files as mentioned above, in respect of legacy accounts and all accounts being opened.</p> | | |

| | | | |
|-------------------------|---|--|--|
| 8 | The Software should have the capability for uploading the files in respect of non-individual / legal entities, as and when mandated by RBI / GOI / IBA. In case the field structure is different for the above entities, the same should be taken care of. | | |
| 9 | The software should have a provision to attach digital signatures to the bulk files while uploading to CERSAI server | | |
| 10 | The software application should support and be compatible, in case any existing set up is changed / upgraded, including if account opening is centralized at a later date. | | |
| 11 | The software application should also support the existing Finacle version as well as any future upgrades. | | |
| 12 | The solution should support Windows versions 7 and above. | | |
| 13 | The vendor should have proper license to use third party software, if any, and bank will not be liable in the event of any legal complications arising out of it. Proof of license should be provided to the bank, in such cases. | | |
| 14 | The software should not change any configuration of PCs / Desktops / Scanners used at the branches. | | |
| 15 | The software application should adhere to and comply with bank's password policy enforcement. | | |
| 16 | Maker-checker must be available wherever manual intervention authentication is envisaged. | | |
| 17 | The software application and scanning utility should conform to all regulatory, statutory, legal acts and rules including IT Act 2000 / 2008 and subsequent amendments. | | |
| General aspects: | | | |
| 22 | The vendor should provide support, if the Bank switches over to any other application for implementing CKYCR. | | |
| 23 | Vendor should provide user manuals, technical manuals to the Bank for future reference, guidance and use. | | |
| 24 | The vendor should provide training to the officials of the user department (ITD) and also an official from DIT for matters related to technical aspects, at no cost to the bank. | | |
| 25 | The vendor should also provide training to additional staff members, as and when required at optional rates. | | |
| 26 | For the management system, all activities at admin console should have an audit trail of all logon attempts and operations. Confidential Logs should be tamper-proof. Tools should be provided to check the integrity of logs. | | |
| 27 | a) The software application should have real-time MIS Dashboard, duly displaying the details of accounts opened, uploaded, approved, rejected on a daily basis. It should also have the ability to add new reports as and when required. b) Reports required for making payment to CERSAI should be available. | | |

b) Technical Specification

| S.NO. | Requirements | Compliance (Yes/No) | Comments / Remarks |
|--------------|---|----------------------------|---------------------------|
| A | Application Architecture | | |
| 1 | The architecture should support online real time updating between the application & database. | | |
| 2 | Integrity of the data should be maintained between the application & database. | | |
| 3 | The architecture should have the ability to increase the number of concurrent instances to keep the application server parameters below 70% utilization (CPU, Memory, Hard disk, etc.) | | |
| 4 | The product should support SSO (Single Sign -On) for all modules Centralized KYC (CKYCR). | | |
| 5 | If application supports LDAP describe how? Also describe how the system can integrate to achieve Single-Sign-On (SSO). | | |
| 6 | Solution is platform agnostic - not dependent on a particular hardware setup. | | |
| 7 | Solution is capable and being offered in such a manner that includes installation either as a single instance or multi instance depending on Bank's requirements. | | |
| 8 | Capable of being implemented on a Centralized, localized and/ or a hub and spoke model implementation. | | |
| 9 | Workflow based design for various applications and transaction originations & management. | | |
| 10 | Supports real time replication of data from production site to DR site and permit manual and automatic shift of the application to the DR site. | | |
| 11 | Solution architecture has the capability to be configured in active-active mode. | | |
| 12 | Application supports database and OS level clustering. | | |
| B | Database Requirements | | |
| 1 | Ability to support for pooling multiple database connections when the load on the application increases. | | |
| 2 | Ability of the database to support clustering. Indicate the number of clusters that can be configured. | | |
| 3 | Ability of the database to support central storage of data with multiple instances of the database. | | |
| 4 | The Database architecture should have the ability to increase the number of concurrent instances to keep the database server parameters below 70% utilization (CPU, Memory, Hard disk, etc.). | | |
| 5 | Ability to support online replication. | | |
| 6 | Ability to implement SAN's for data storage in the architecture. | | |
| 7 | Application should support Archival and Retrieval of history data. | | |
| 8 | Data Migration Capabilities: Migration of data on one time basis from existing systems and also on ongoing basis if needed. | | |

| | | | |
|----------|---|--|--|
| C | Availability Parameters | | |
| 1 | The solution should be available 24*7*365. | | |
| D | Security / Data Integrity | | |
| 1 | Integrity of data to be maintained at 100% of time. | | |
| 2 | Encryption to be used for data traveling between CKYC sever and other interfacing applications. | | |
| 3 | Standards & Guidelines should be developed, implemented and followed for all IT assets. | | |
| 4 | Data Integrity should be ensured using internationally accepted hashing algorithms such as MD5. | | |
| 5 | Security Control: System to have required level of security and protection of data. This shall also include data backup and version control abilities. | | |
| 6 | System security is password controlled (for operating system, database, application and terminal id) which complies with the Bank's security policy (e.g. minimum password length, no. of attempts for logout, recycle of passwords etc.). | | |
| i | Sensitive data such as passwords and authentication credentials shall not be logged in transaction or system activity files. | | |
| ii | The maximum data length for logging is pre-determined. | | |
| iii | Successful and unsuccessful authentication attempts are to be logged. | | |
| iv | Successful and unsuccessful authorization events are logged. | | |
| v | How can single sign-on be supported? | | |
| 7 | An authenticated session, together with its encryption protocol, should remain intact throughout the interaction with the customer. In the event of interference, the Developer will ensure controls are in place to terminate the session and reverse out the affected transactions. As an integral part of the two-factor authentication architecture, appropriate measures to minimize exposure to a middleman attack which is more commonly known as a man-in-the- middle attack (MITMA), man-in-the browser attack or man- in-the application attack, are implemented. | | |
| i | Sensitive information that is passed in the cookies is encrypted. | | |
| ii | The session identifier shall be random and unique. | | |
| iii | The session shall expire after a pre-defined length of time. | | |
| 8 | The Service Provider shall create adequate controls ensuring that, when exception or abnormal conditions occur, resulting errors do not allow users to bypass security checks or obtain core dumps. | | |
| 9 | The Service Provider shall only install or use cryptographic modules based on authoritative standards and reputable protocols. The Service Provider shall implement strong cryptography and end-to-end application layer encryption to protect customer PINs, user passwords and other sensitive data in networks and storage. The Service Provider shall implement or support encryption when client account and transaction data is transmitted, transported, delivered or couriered to external parties or other locations. | | |

| | | | |
|----------|---|--|--|
| 10 | Security framework is supported in terms of authentication, multi-level authorization, auto log-off, password control, single sign-on audit. | | |
| 11 | System allows administrators to implement access management in a granular manner. | | |
| 12 | System provides comprehensive audit trail features to monitor activity of specific programs and data files etc. The system should also provide on-line access to audit trail information. | | |
| 13 | Time/ date stamp, user ID, & before and after changes. | | |
| 14 | Activities executed by the Application system administrator. | | |
| 15 | Segregation of duties is permitted (e.g. segregated function between system and application administration). | | |
| 16 | Ability to define groups so that access can be categorized. | | |
| E | Interfaces | | |
| 1 | The system should be able to interface with the core banking system and other system required by Bank. | | |
| 2 | All modules in the system are fully integrated and provide online processing, real time updates and batch processing. | | |
| 3 | Solution is capable of being interfaced with any existing or future multiple back office system / CBS system of the | | |
| 4 | Solution should have open API/ web services which can be interfaced with multiple back offices simultaneously. | | |
| 5 | Provide support to XML, CSV, TXT, etc. standard messaging protocols for interfacing. | | |
| 6 | The system should have the ability to rollback a transaction to a particular stage and restart, if required. | | |
| 7 | Provide ability to define business rules for validation and translation of incoming messages. | | |
| 8 | Security features and consideration for the interfaces. Does system cater for end-to-end encryption? | | |
| 9 | Interface able to handle exceptions (e.g. will output to log files, retries) when unsuccessful. Able to handle continual processing or gracefully terminated. | | |
| 10 | What are the standards supported by the solution for interfaces? Review both on-line and batch interfaces in detail. | | |
| F | Web Server | | |
| 1 | The application should have the ability to support Apache, Netscape enterprise, Commerce server, Microsoft IIS, etc. as web servers | | |
| 2 | The web server should scale to future Bank requirements. | | |
| G | Application Server | | |
| 1 | The application should be able to support HTML, DHTML, etc. (Markup language). | | |
| 2 | Client side scripting/ programming languages like Java scripts, VB scripts, Java Applets, ActiveX, etc. should be supported. | | |
| 3 | Database Connectivity support should at a minimum be ODBC, JDBC, etc. | | |
| 4 | Queuing system for prioritizing messages to external applications. The system should ensure the commit of the message. | | |

| | | | |
|----------|--|--|--|
| 5 | Provide support for store-and-forward mechanism in case of a communication breakdown. | | |
| 6 | Support standard queuing engines (IBM MQ, MSMQ, etc.). | | |
| H | Audit Trail | | |
| 1 | Does the system provides comprehensive audit trail features such as: | | |
| i | Daily activities log are merged into the history log files | | |
| ii | Date, time and user-stamped transaction list are generated for different transactions | | |
| iii | Do transaction screens display system information including Processing Date, Current Time, Current User | | |
| 2 | Daily activity reports are provided to highlight all the transactions being processed during | | |
| 3 | Support for recording of Unsuccessful attempts to log-in to the system. | | |
| 4 | System to provide session log files. The user should be able to analyze the information (e.g., account id, session time etc.). | | |
| 5 | System should provide tracking of the client's IP & Network Interface address. | | |
| I | Reporting | | |
| 1 | Provide a full set of operational and audit trail reports for each of the modules. | | |
| 2 | Periodical reports to appropriate authorities can be generated. The frequency and content of the reports can be determined by the Bank user. | | |
| 3 | Generation/ transmission of email alerts/ advices at various stages of the processing. | | |
| 4 | Support for online access of reports. | | |
| 5 | Support for integration with standard report writers to generate user defined reports. | | |
| 6 | Ensure complete log of all successful/ unsuccessful events/ accesses to the system/ database by users, resources used and actions performed (including recording all changed values where applicable). | | |
| 7 | Automatic report generation capability. | | |
| 8 | Pre-built query feature for non-programmers. | | |

Note:

Technical Specification includes functional specification.

All the licenses required as a part of solution should be provided by the bidder as part of the solution at no additional cost to the bank. The bidder should provide the details of all hardware and network components proposed as part of solution.

Signature Seal of Company

ANNEXURE-III
Compliance to Minimum Eligibility Criteria

The Minimum Eligibility Criteria for the bidder shall be as under:-

| S No. | Eligibility Clause | Complied (Y/N) |
|--------------|--|-----------------------|
| EC-1 | The bidder must be a Limited Company, registered in India under the companies Act 1956 | |
| EC-2 | a) The bidder should be an OSD/ OEM or authorized partner of OSD/ OEM for supply of licenses and solution implementation and maintenance support under warranty / AMC for the solution. | |
| | b) If vendor (partner of Original Solution Developer (OSD)) is not able to fulfill its obligation to support the solution during the contract period, OSD/ OEM will have to ensure support as per contract. An undertaking from the OSD/ OEM to this effect must be submitted. | |
| | c) If OSD/ OEM is bidding directly they cannot submit another bid with any vendor. | |
| | d) One vendor can bid only with one OSD/ OEM and similarly one OSD/ OEM can bid with only one vendor. | |
| EC-3 | The bidder should have a minimum turnover of Rs. 5crores per year during last three years. (i.e. FY 2014-15, 2015-16 , 2016-17) | |
| EC-4 | The Bidder must have positive net worth in last 3 financial years (i.e. FY 2014-15, 2015-16 , 2016-17) | |
| EC-5 | The bidder should be engaged in supplying, installation and providing maintenance services for CKYC solution in India. | |
| EC-6 | The bidders / Authorized Representative must have support office at in India (their own or franchise) | |
| EC-7 | Bidder should not be banned by any Public sector Bank/PSU/GOI Department as on date of submission of bid. | |
| EC-8 | The Bidder has to give unconditional undertaking for providing service support /component parts, software's of all quoted products for minimum three years from the date of installation. | |
| EC-9 | The bidder must have supplied and implemented the proposed solution in at least one public sector bank. | |

Signature

Seal of Company

Annexure-IV
Bidder's information

The General Manager (IT)
Odisha Gramya Bank,
Information Technology Department,
Head Office
Gandamunda , Khandagiri
Bhubaneswar - 751030

Rag: Procurement, Implementation and Maintenance of Centralized CKYC (CKYCR) under Rate contract

With reference to your RFP No. _____ dated _____ (Read with its Addendums/Corrigendum/Amendments), we submit necessary information hereunder:-

| | | |
|------|---|-----------------------------------|
| 1. | Name & address of the Company with direct phone numbers | |
| 2. | Name of the company | |
| 3. | Registration No. and date of establishment | |
| 4. | Website Address | |
| 5. | Email Address | |
| 4 | Present strength of the firm (a) Is Company ISO Certified (c) No. of sites handled presently (d) Nos. of Staff Members | |
| 5 | Average time required to attend the call in case of repair during 3 year warranty | |
| 6 | Total Service Support centers in India | |
| 7. | Detail of Tender Fee and Earnest Money Deposited. | |
| 8. | Figures for last 3 years (in Crores with two decimal):- Annual Turnover Profit Revenue earned | 2014-15 2015-16 2016-17 |
| 9 | Income Tax PAN | |
| 10.1 | GSTIN | |
| 10.2 | Service Tax Registration No. | |
| 11 | Trade Identification No.(TIN) for VAT | |
| 12 | Trade Identification No.(TIN) for CST | |
| 13 | Previous Assignments with the Odisha Gramya Bank, if any, during the last five years | Assignment Year _____ |

| | | |
|----|--|----------|
| 14 | If Assignments done (as per Column 13) with Odisha Gramya Bank, whether Satisfactory Performance Letter is attached with the Bid | Yes / No |
|----|--|----------|

DECLARATION

I/We hereby declare that the terms and conditions of the tender stated herein and as may be modified/mutually agreed upon are acceptable and binding to me/us. We understand and agree that:-

1. The Bank is not bound to accept the lowest bid or may reject all or any bid.
2. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
3. If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.
4. The Bank may accept or entrust the entire work to one Bidder or divide the work to more than one bidders without assigning any reason or giving any explanation whatsoever and the Bank's decision in this regard shall be final and binding on us. Bidder means the vendor who is decided and declared so after examination of commercial bids.
5. We undertake to give a service commitment for at least three years.
6. Proper service/support center(s) will be provided by our qualified service engineers.
7. Onsite support will be provided at Bank Business department.

| | |
|-----------------------------------|--|
| Name of person Authorized to sign | |
| Mobile No. | |
| Email | |

Date:

Place :

Official Stamp:

SIGNATURE OF AUTHORISED SIGNATORY

ANNEXURE -V
ACCEPTANCE/COMPLIANCE CERTIFICATE

All Terms and Conditions including scope of work (Technical specifications)

We here by undertake and agree to abide by all the terms and conditions stipulated by the Bank in this RFP including all addendum, corrigendum etc. Any deviation may result in disqualification of bids.

Signature:
Seal of company

Technical Specification

We certify that the services offered by us for tender conform to the specifications stipulated by you with the following deviations

List of deviations

1)

2)

3)

4)

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

Signature:
Seal of company

ANNEXURE-VI

SERVICE SUPPORT CENTERS DETAILS

| Sr. No. | Location | | | Status of Office Working days & hours | No. of Engineers |
|---------|----------|-------------------------|--|---------------------------------------|------------------|
| | Address | Office Tele./fax Number | Name of contact Person with contact number | | |
| | | | | | |

Signature and Seal of Bidder

ANNEXURE-VII

DETAIL OF PERFORMANCE DURING LAST 3 YEARS

NAME OF BIDDER: _____

| Order Placed by (Full Address of Purchaser) | Order No. and Date | Description and Quantity ordered Application software | Value of Order | Date of Completion | | Remark (reason for late delivery) | Performance of application software (Attach certificate from) |
|--|--------------------|--|----------------|--------------------|--------|-----------------------------------|---|
| | | | | As per contract | Actual | | |
| | | | | | | | |

Signature and Seal of Bidder

ANNEXURE-VIII
Format for Commercial Bid

| S.NO | PARTICULARS | Unit Cost | Units | Total COST | GST % |
|------|--|-----------|-------|------------|-------|
| 1. | Cost of Application software with one year warranty for DC and DR (Corporate License) in perpetual mode | | | | |
| 2. | Cost of Operating System with one year warranty for DC and DR (Corporate License) in perpetual mode | | | | |
| 3. | Cost of Database with one year warranty for DC and DR (Corporate License) | | | | |
| 4 | ATS of Application Software, Operating System and Database per year (For DC and DR) @Rs._(A). Total Cost for 4 years ATS after warranty period of one year (i.e. A x 2) | | | | |
| 5. | Cost of onsite support at HO , Bhubaneswar as per the scope of RFP @ Rs._____Per year Year | | | | |
| 6. | Cost of two days training to Bank staff at any location in India. | | | | |
| 7. | Any Other Charges (Please Specify) | | | | |
| 8. | Change request (CR) cost = unit cost @Rs._____ man days Rate of Charges towards Change Request is to be mentioned, in per man days. | | | | |
| 9 | Cost for Hardware in total (excluding taxes), if any. The minimum warranty for each hardware should be 1 years. | | | | |
| 10 | AMC for Hardware listed in line item 9 for a period of 4 years from the end date of warranty till. For prorate calculation, the AMC per year will be calculated as = (cost in line item 10 / (number of hardware x numbers of years)) | | | | |
| | TOTAL COST OF OWNERSHIP (TCO) | | | | |

All prices are exclusive of applicable taxes.

Note – In case of any arithmetical error, unit cost will be taken into account.

Sign & Stamp of Authorized Signatory

ANNEXURE - IX
Performa for the Bank Guarantee for Earnest Money Deposit
(To be stamped in accordance with stamp act)

Ref: Bank Guarantee #

Date:

General Manager, IT
Odisha Gramya Bank
Information Technology Department
Head Office , Gandamunda
Khandagiri , Bhubaneswar - 751030

Dear Sir,

In accordance with your bid reference No. _____ Dated _____
M/s _____ having its registered office at
herein after Called „bidder“) wishes to participate in the said bid for Procurement, Implementation and
Maintenance of Centralised KYC (KYCR) under Rate Contract. An irrevocable Financial Bank Guarantee
(issued by a nationalized /scheduled commercial Bank) against Earnest Money Deposit amounting
to Rs. ____ (Rs. _____) valid up to _____ is required to be submitted by the bidder, as a condition for
participation in the said bid, which amount is liable to be forfeited on happening of any contingencies
mentioned in the bid document. M/s _____ having its registered office at _____ has undertaken in
pursuance of their offer to Odisha Gramya Bank (hereinafter called as the beneficiary) dated _____
has expressed its intention to participate in the said bid and in terms thereof has approached
us and requested us _____ (Name of Bank) _____ (Address of Bank) to issue an irrevocable
financial Bank Guarantee against Earnest Money Deposit (EMD) amounting to
Rs _____ (Rupees _____) valid up to _____. We, the _____
_____ (Name of Bank) _____ (Address of Bank) having our Head office
at _____ therefore Guarantee and undertake to pay immediately on first written demand by
Odisha Gramya Bank, the amount Rs. _____ (Rupees _____)
without any reservation, protest, demur and recourse in case the bidder fails to Comply with any condition
of the bid or any violation against the terms of the bid, Without the beneficiary needing to prove or
demonstrate reasons for its such demand. Any Such demand made by said beneficiary shall be conclusive
and binding on us irrespective of any dispute or difference raised by the bidder. This guarantee shall be
irrevocable and shall remain valid up to _____. If any further extension of
this Guarantee is required, the same shall be extended to such required period on receiving instructions
in writing, from Odisha Gramya Bank, on whose behalf guarantee is issued. "Not withstanding anything
contained herein above our liability under this bank guarantee
shall not exceed Rs. _____ (Rupees _____).
_____).

This bank guarantee shall be valid up to _____. We are liable to pay the guaranteed
amount or any part thereof under this bank guarantee only if you serve upon us a written claim or
demand, on or before _____ before 14.30 hours (Indian Standard Time) where after it ceases to
be in effect in all respects whether or not the original bank guarantee is returned to us." In witness
whereof the Bank, through its authorized officer has set its hand stamped on this
_____ Day of _____ 2018 at _____

Name of signatory Designation Bank Common Seal

**ANNEXURE X
CHECK – LIST FOR BID SUBMISSION**

| S. No. | Document | Attached with Bid (Y/N) | Page Numbers | |
|--------|--|-------------------------|--------------|----|
| | | | From | To |
| 1 | Tender Covering Letter as per Annexure –I | | | |
| 2 | Compliance to Minimum Eligibility Criteria as per Annexure II | | | |
| 3 | Compliance to Minimum Eligibility Criteria as per Annexure III (please ensure that all related documents to Minimum Eligibility criteria have been attached) | | | |
| 4 | Bidders Information as per Annexure IV | | | |
| 5 | Acceptance of the terms and conditions of RFP and Technical Specifications (compliance Statement as per Annexure V) | | | |
| 6 | Service Support Centers Detail as per Annexure – VI | | | |
| 7 | Performance Statement as per Annexure VII | | | |
| 8 | Sealed Envelope containing ‘commercial Bid price’ as per Annexure VIII | | | |
| 9 | Bid Earnest Money in the form of Bank Guarantee as per Annexure IX | | | |
| 10 | DD/ pay order of Rs. 10000/- payable to Odisha Gramya Bank toward cost of Tender Document (Please mention the tender name with year and company name at the back of DD/Pay order.) | | | |
| 11 | Copy of Power of Attorney authorizing official for signing the Bid | | | |
| 12 | Any other document indicating the feature of the product. | | | |

Signature with Seal of Company

ANNEXURE-XI
Format of Performance Bank Guarantee

Tender Reference No: _____

Date _____

The General Manager -IT Odisha
Gramya Bank,
HO IT Department,
Gandamunda, Khandagiri
Bhubaneswar - 751030

Dear Sir,

1. WHEREAS pursuant to a Request for Proposal dated..... (hereinafter referred to as RFP, issued by Odisha Gramya Bank, Gandamunda, Khandagiri, Bhubaneswar in response of (Vendor / Service Provider), a Company registered under the Companies Act, 1956 and having its Registered / Corporate Office athas awarded the Contract valued Rs.....and appointed.....as Vendor for Procurement, Implementation and Maintenance of Centralised KYC (CKYCR) under Rate Contract vide Appointment letter / Purchase Order No.....dated.....on the terms and conditions as set out inter-alia in the said RFP and in the Appointment Letter / Purchase Order.

2. WHEREAS you have in terms of the said Appointment letter / Purchase Order called upon Vendor to furnish a Performance Guarantee, for Rs.....Rupees only), equivalent to.....of the Contract value, to be issued by a Bank in your favour towards due performance of the Contract in accordance with the specifications, terms and conditions of the said Appointment letter / Purchase Order and an Agreement entered / to be entered into in this behalf.

3. WHEREAS Vendor has approached us for issuing in your favour a performance Guarantee for the sum of Rs..... (Rupees.....).

NOW THEREFORE in consideration of you having awarded the Contract to.....inter-alia on the terms & conditions that provides a performance guarantee for due performance of the terms and conditions thereof. We,.....Bank,..... a body corporate constituted underhaving its Head office at.....(give full address) and a branch inter-alia at..... India at the request of.....do hereby expressly, irrevocably and unconditionally undertake to pay merely on demand from you and without any demur without referring to any other source, Rs.....(Rupees.....only) 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 ofof any of the terms and conditions of the Contract and in the event of.....committing any default or defaults in carrying out any of the work or discharging any obligation under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto including non-execution of the Agreement as may be claimed by you on account of breach on the

part ofof their obligations or default in terms of the said Appointment letter / Purchase Order.

4. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether thehas committed any such breach / 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 its claim or claims under this Guarantee, but will pay the same forthwith on demand without any protest or demur. Any such demand made by you shall be conclusive as regards the amount due and payable by us to you.

5. This Guarantee shall be valid up to plus 3 (three) months of the Claim period from the expiry of said guarantee period. Without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

6. You will have the fullest liberty without our consent and without affecting our liabilities under this Guarantee from time to time to vary any of the terms and conditions of the said appointment letter or the Contract to be made pursuant thereto or extend the time of performance of the Contract or to postpone for any time or from time to time any of your rights or powers against the

.....and either to enforce or forbear to enforce any of the terms and conditions of the said appointment letter or the Contract and we shall not be released from our liability under Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of anytime being given to or any other forbearance, act or omission on your part or any indulgence by you or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs..... (Rupees.....only) as aforesaid or extend the period of the guarantee beyond

..... (date) unless expressly agreed to by us in writing.

7. This Guarantee shall not in any way be affected by you are taking or giving up any securities fromor any other person, firm or company on its behalf or by the winding up, dissolution, insolvency as the case may be of

8. 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 againsthereby 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 Guarantee.

9. Subject to the maximum limit of our liability as aforesaid, this Guarantee will cover all your claim or claims againstfrom time to time arising out of or in relation to the said appointment letter/ Contract and in respect of which your claim in writing is lodged on us before expiry of Guarantee.

10. Any Notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, e-mail or registered post to our Head Office / Local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.

11. This Guarantee shall not be affected by any change in the constitution of____or nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or

12. Therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

13. This 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.

14. We further agree and undertake to pay you the amount demanded in writing irrespective of any dispute or controversy between you and _____ in any suit or proceeding pending before any court, Tribunal or Arbitrator relating thereto, our liability under these presents being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment hereunder and _____ shall have no claim against us for making such payment.

15. We have the power to issue this Bank Guarantee in your bank's favour as the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by our Bank.

16. Our authority to issue this guarantee may be verified with our Controlling Office situated at _____ (full details of persons to be contacted address and phone Numbers etc).

17. Notwithstanding anything contained herein above;

i) Our liability under this Guarantee shall not exceed Rs _____ (Rupees _____ only)

ii) This Guarantee shall be valid and remain in force up to plus the Claim period of 3 (three) months and including the date _____ and

iii) We are liable to pay the guaranteed amount or any part thereof under this Guarantee only and only if you serves upon us a written claim or demand for payment on or before the expiry of this Guarantee.

Dated this the _____ day of _____ 2018.

Signature and Seal of Guarantors Vendor's Bank

Annexure-XII

Pre-bid query format (to be submitted in MS- excel format)

| Sr. no | Page No. | Clause Number | RFP clause | Bidders remark |
|---------------|-----------------|----------------------|-------------------|-----------------------|
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NON DISCLOSURE AGREEMENT

THIS AGREEMENT made and entered into at Bhubaneswar on this the.....day of.....2018 between **Odisha Grama Bank, a body corporate constituted under _____**, having its Administrative Office at Gandamunda, Khandagiri, Bhubaneswar – 751030, hereinafter called the “**BANK**” which term shall wherever the context so require includes its successors and assigns ANDa company incorporated under the Companies Act 1956 a partnership constituted and registered under the Indian Partnership Act with its registered office at and its local office at Hereinafter called the “**Firm**” which term shall wherever the context so require includes its successors and assigns, **WITNESSETH:**

WHEREAS

The Bank is interlaid engaged in the business of banking and in the course of such business activity intends to procure Servers, Software & accessories and has an exhaustive Information Systems Security Policy in place.

The parties intend to engage in discussions and negotiations concerning establishment of business relationship between themselves. In the course of discussions and negotiations, it is anticipated that the parties may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information for the purpose of business relationship.

NOW THEREFORE THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

Confidential information-

Confidential information means all information disclosed/furnished by either party to another party in connection with the business transacted/ to be transacted between the parties. Confidential information shall include any copy, abstract, extract, sample, note or module thereof and electronic material or records.

The firm may use the information solely for and in connection with the purpose the information was conveyed.

1. Use of Confidential Information-

Each party agrees not to use the other’s confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement between the Parties hereto.

2. The firm shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in its direct employment who have a need to access and knowledge of the said information, solely for the purpose authorized above.

3. Neither party shall make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval of the other party.

Exemptions:

The obligations imposed upon either party herein shall not apply to information, technical data or know how whether or not designated as confidential, that:

- i. Is already known to the receiving party (i.e. the party receiving the information) at the time of the disclosure without an obligation of confidentiality
- ii. Is or becomes publicly known through no unauthorized act of the receiving party
- iii. Is rightfully received from a third party without restriction and without breach of this agreement
- iv. Is independently developed by the Receiving party without use of the other party's Confidential information and is so documented
- v. Is disclosed without similar restrictions to a third party by the Party owning the confidential information
- vi. Is approved for release by written authorization of the disclosing party; or
- vii. Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed be used only for the purposes for which the order was issued.

4. Term

This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof

The obligations of the firm respecting disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.

5. Title and Proprietary rights

Notwithstanding the disclosure of any confidential information by the firm, the bank shall retain title and all intellectual property and proprietary rights in the confidential information. No license under any trademark, patent or copyright or application for the same which are existing or thereafter may be obtained by the Bank is either granted or implied by the conveying of confidential information.

6. Return of confidential information:

Upon written demand of the Bank, the firm shall (i) cease using the confidential information (ii) return the confidential information and all copies, abstracts, extracts, samples, note or modules thereof to the disclosing party within seven (7) days after receipt of notice and (iii) upon request of the disclosing party, certify in writing that the firm has complied with the obligations set forth in this paragraph.

7. Remedies:

The firm acknowledges that if it fails to comply with any of its obligations hereunder, the Bank may suffer immediate, irreparable harm for which monetary damages may not be adequate. The firm agrees that, in addition to all other remedies provided at law or in equity, the Bank shall be entitled to injunctive relief hereunder.

8. Entire agreement-

This agreement constitutes the entire agreement between the parties relating to the matter discussed herein and supersedes any and all prior oral discussion and/or written correspondence or agreements between the parties. This agreement may be amended or modified only with the mutual written consent of the parties. Neither this agreement nor any rights, benefits and obligations granted hereunder shall be assignable or otherwise transferable.

9. Indemnity-

The firm agrees to keep confidential all information concerning the Bank that could be considered as “Confidential Information”.

The firm agrees that in the event of the breach of the clause above by disclosure of confidential information mentioned hereinabove the Firm would indemnify and keep the Bank indemnified against all losses or damages and all action, suit, litigations or proceedings (including all costs, charges, expenses relating thereto) that the Bank may incur or suffer any damage to its property or reputation or otherwise howsoever as part of the assignment or other related jobs entrusted and done by the firm. The firm agrees that the amount of compensation as decided by the Bank will be final.

The firm agrees that the above compensation payable is in addition to any other right or remedy available to the Bank due to the breach of the covenants contained in this agreement including disclosure of confidential information.

10. Severability

If any provision herein becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions and this agreement shall not be affected or impaired.

11. Dispute resolution mechanism:

In the event of any controversy or dispute regarding the interpretation of any part of this agreement or any matter connected with, arising out of, or incidental to the arrangement incorporated in this agreement, the matter shall be referred to arbitration and the award passed in such arbitration shall be binding on the parties. The arbitral proceeding shall be governed by the provisions of Arbitration and Reconciliation Act 1996 and the place of arbitration shall be Bhubaneswar City.

12. Jurisdiction

The parties to this agreement shall submit to the jurisdiction of courts in Bhubaneswar City.

13. Governing laws

The provisions of this agreement shall be governed by the laws of India

In witness whereof the parties hereto have set their hands through their authorised signatories

BANK

FIRM / COMPANY