Request for Proposal

Supply, Customization, Deployment, Maintenance and Support
Of
An Integrated
Human Resource Management System
For

RFP NO: 192014
Dated: 08/10/2014

Bank of Maharashtra
1501, Lokmangal,
Shivajinagar
Pune
Maharashtra 411005

Tel: 020-25532581, Fax: 020-25532581
Email: hrms@mahabank.co.in

Contents

1.   Invitation for Tender offers

Bank of Maharashtra (Bank) invites sealed tender offers (Technical bid and Commercial bid) from eligible, reputed entities for supply, deployment and management of Integrated HRMS Solution and integrated HRMS solution management and related services. In this RFP, the term bidder/ prospective bidder refers to the primary bidder together with other entities participating for delivering product/ services mentioned in the **scope of work**.

Complete set of tender documents may be purchased by eligible bidder on payment of a non-refundable fee of Rs.25,000/- (Rs. Twenty five Thousand only) by demand draft / Bankers cheque in favour of "Bank of Maharashtra" payable at Pune.

The bank reserves the right to reject any or all offers without assigning any reason.

Please note:

- The prospective bidder needs to purchase the tender document from the Bank and is invited to attend the pre-bid meeting at Bank of Maharashtra Head Office, Lokmangal, Pune. In case the prospective bidder downloads the document from the website of the Bank, the cost of tender document should be paid along with the bid responses. However, in order to participate in the pre-bid meeting, the tender document must be purchased by the prospective bidder.

- Bidders are required to submit a Bank Guarantee drawn in favour of "Bank of Maharashtra" payable at Pune, towards Earnest money Deposit (EMD) for Rs. 25 Lacs (Rupees Twenty Five Lacs only) valid for 180 days from the date of submission of the bid. Offers made without EMD will be rejected. The Bank may accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any scheduled commercial bank acceptable to Bank of Maharashtra.

- **EMD/ Bank Guarantee must accompany all tender offers as specified in this tender document. EMD /Bank Guarantee should not be included with Technical or Commercial bid. It should be in separate cover to be handed over to the Bank.**

- Tender offers will be opened in the presence of the bidder's representatives who choose to attend the opening of tender on the specified date, time and place.

- Technical Specifications, Bill of Material documents, Terms and Conditions and various formats and pro forma for submitting the tender offer are described in this document, Annexures and Appendices.

Dy. General Manager
HRM Department

2.   Schedule of Events

1.	RFP No	192014
2.	Brief Description of the RFP	For Supply, Customization, Deployment, Maintenance & Support of Integrated On-premise Human Resource Management System
3.	Bank's Address for Communication and submission of Tender	Deputy General Manager, HRM Department Bank of Maharashtra, Lokmangal 1501 Shivajinagar Pune- 411005 Tel – 020-25532581 Fax –020-25532581 E-Mail Address: hrms@mahabank.co.in
4.	Date of issue	08/10/2014
5.	Last Date for sale of RFP	07/11/2014 before 15:00 hrs IST
6.	Last date of submission of Queries for Pre-Bid Meeting	17/10/2014 before 15:00 hrs IST
7.	Date & Venue of Pre-Bid Meeting	21/10/2014 at 15:00 hrs IST Venue: Bank of Maharashtra, Lokmangal 1501, Shivajinagar Pune – 411005
8.	Last date & time for submission of Bids	07/11/2014 before 15:00 hrs IST
9.	Date and time of Opening of Technical Bid/ indicative price/Commercial bid	Will be intimated at a later date
10.	Bid document cost (non-refundable)	INR 25,000/-
11.	Bid Security (EMD)	INR 25,00,000/-
12.	Contact Person for any clarification	hrms@mahabank.co.in

3.   Introduction

3.1   RFP Introduction & disclaimer

This Request for Proposal containing Annexures and Appendices and subsequent Addenda and Corrigenda (Herein after called as RFP or tender) has been prepared solely for the purpose of enabling Bank of Maharashtra (herein after called as Bank) to select a vendor for supplying, designing, procuring, installing, commissioning, testing, implementing, integrating and maintaining an end to end integrated HRMS solution along with relevant applications including interfaces, optimally sized hardware, software, applications, tools, utilities and facilities Management as per specifications, terms and conditions and scope defined in this RFP (herein after referred as Solution) This RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or other arrangement in respect of the services.

3.2   Costs to be borne by bidders

All costs and expenses incurred by Bidders in any way associated with the development, preparation, and submission of their responses to the RFP, including but not limited to attendance at meetings, discussions, presentations, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Bidder.

3.3   Legal Relationship

No binding legal relationship will exist between any of the Bidders and the Bank until execution of a contractual agreement.

3.4   Disqualification

Any form of canvassing/lobbying/influence/cartelization, etc. by the Bidder may result in disqualification of such Bidder

3.5   Information Confidentiality

The information contained in this RFP is strictly confidential. The Bidder shall not share this information with any other person/party not connected with responding to the RFP or even with other potential Bidders. The information contained in the RFP or subsequently provided to Bidder(s), whether verbally or in writing by or on behalf of Bank shall be subject to the terms and conditions set out in the RFP and any other terms and conditions subject to which such information is provided.

3.6   Acceptance of Terms

The purpose of the RFP is to provide necessary information to the potential Bidders, who qualify and intend to submit their response to the RFP. Though the RFP has been prepared with sufficient care and diligence with an endeavor to provide all required information to the potential Bidders, Bank acknowledges the fact that the potential Bidders may require more information than what has been provided in the RFP. Accordingly, in such cases, the potential Bidder(s) may seek additional information/clarification required from Bank. Bank reserves the right to provide such additional information/ clarification at its sole discretion. In order to respond to the RFP, if required, and with the prior permission of Bank, each Bidder may conduct their own study and analysis, as may be necessary, at their own cost and expense ensuring they adhere to the timelines mentioned in the RFP. No additional time will be provided to Bidders to undertake any analysis or study.

Bank makes no representation or warranty and shall incur no liability, whatsoever, under any law, statute, rules or regulations on any claim the potential Bidder may make in case of failure to understand the requirement and respond to the RFP.

Bank may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information given in the RFP and specify additional user requirements or cancel the RFP at any time without assigning any reason thereof and without any notice.

While due care has been taken in the preparation of this document, Bank will not be held responsible for any inaccuracy in the information provided herein. The recipient of the RFP must apply its judgment, care and conduct its own investigation and analysis regarding any information contained in the RFP document including but not limited to the scope of work, Deliverables and timelines, etc.

It is the Bidder's responsibility to:

- Properly understand and examine the RFP;
- examine all other information available on reasonable inquiry relevant to the risks, contingencies and circumstances affecting its response;
- satisfy itself as to the completeness, correctness and sufficiency of its response;

A recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document.

4.   Requirements Summary

4.1.   Intent

The Bank intends to implement an integrated HRMS on-premise solution which has the ability to manage the lifecycle from hire to retire of the Bank's employees. In this endeavour the Bank invites proposals from capable and experienced System Integrators for undertaking the implementation and maintenance of the Solution as per the requirements specified in this RFP. The System Integrator will be required to be innovative, capable and would need to extend all their resources and services in order to meet the expectation of the Bank towards the implementation of the HRMS.

4.2.   Tenure

The tenure of the contract would be six years from the date of the issue of purchase order by the Bank. Bank can further extend this by another three years at its discretion.

4.3.   Applications

The scope of work in the Request for Proposal (RFP) for the integrated HRMS solution under this RFP would include but not be limited to supply, install, implement, maintenance and support for the tenure of the Contract at the DC and DRC. The Bidder's responsibility will also include designing, sizing, procuring development, testing, implementation, training and maintenance of the integrated HRMS solution required as part of this RFP that includes all Software Development Life Cycle activities (SDLC) including customization, parameterization and implementation of application software, training, etc. covering at minimum the below listed areas of the Bank's functions and requirements.

- Manpower Planning
- Recruitment
- Employee Record Management
- Performance Appraisal
- Training and Development
- Transfers and Promotions
- Payroll
- India specific Legal Requirement, Roster Management, Disciplinary Action etc.
- Leave Management
- Staff reimbursements and welfare
- Terminal benefits and separations
- Employee & Managers self-service in English & Hindi
- Personnel Administration
- MIS
- HR Analytics
- Mobile Application

Additionally, the Bidder will be responsible for

- The end to end software development life cycle of the integrated HRMS solution
- Customization, parameterization and implementation of application software and solutions
- Migration of data from existing physical and electronic data as part of the Bidder's scope.
- Facilities management services at the DC and DRC

- Hand-over successfully either to the bank or any vendor appointed by the bank at the end of the agreed upon contract period.
- Setting up a helpdesk

4.4. Hardware Infrastructure for DC and DRC

The Bidders must design, size, supply and commission suitable hardware infrastructure for all applications/solutions proposed in the RFP response. The Bidder should size hardware based on the volumes mentioned in Section 5 – About the Bank of this RFP at the relevant locations DC and DRC. The bank has the option of supplying the hardware to the system integrator. While it is mandatory to provide the technical and commercial information for the hardware required in order to implement the Integrated HRMS solution, the bank may at its own discretion decide to supply the hardware to the SI, which will result in eliminating the hardware cost from the TCO. The decision whether the bank will provide the hardware or the SI will provide the hardware will be communicated to the successful bidder only after the bidder provides line item costs.

For hardware infrastructure,

- The Bidders must design, size, supply and commission suitable hardware infrastructure for all applications/solutions proposed in the RFP response. The Bidder should size hardware based on the volumes mentioned in Section 5.5 – Staff Strength.
- The hardware proposed for the DC has to be designed in High Availability wherein the database server should be in Active-Active, the application server should be in Active-Passive and a single server should be used to design the Web server.
- The configuration should be such that there is equitable distribution of the load in the configuration and if a failover occurs then the server running should be able to take full load of the failed server.
- The hardware proposed for the DRC has to be of 100% similar capacity, make and model however the design may not be in High Availability.
- The hardware sized for the HRMS applications should be redundant, both horizontally and vertically scalable and fault tolerant.
- The vertical headroom for future scalability available in the hardware proposed for the Solution should be at least 20% within the server box to accommodate additional CPUs, Memory over and above the terminal year sizing requirements.
- For sizing purposes, empirical data, third party reports, evidence, etc. would be required in the form of benchmarks of that class of hardware with the suggested processors for the proposed Solution to accept the hardware sizing calculation.
- The Bidder has to provide necessary hardware infrastructure at the Bank's DC and DRC. However the bank does not need server racks, L2 or L3 switches, router, KVM switches and UPS from the SI. The same shall be provided by the bank to SI.
- The Bidder has to provide physically separate environment for the Test & Development activities during the implementation. The hardware for test and development will be placed in the bank's data centre.

4.5. Solution Design

The Bank prefers the architecture to at least have the following capabilities/features; proposed business solutions would be mapped to these requirements as part of the detailed evaluation process

1. Modular and multi-tier architecture

   The Solution architecture should be open and multi-tiered (Ex. presentation layer, business logic layer and data layer as independent tiers with well-defined interfaces between the layers to enable loose coupling) with a modular object oriented component based design using the latest cutting edge technology and Service Oriented Architecture best practices.

2. End to end IT Architecture

   The Solution should have a compatible end to end IT architecture covering

   - End to end Solution architecture
   - End to end integration architecture
   - End to end implementation architecture

4.6.   Data Centre and Disaster Recovery Centre design

The Bidder needs to design the DC and DRC to meet the SLA of the Solution design as specified in this RFP. The DRC has to be sized at 100% capacity (Compute) of the DC. However, DRC may not be in high availability.

4.7.   Language

The integrated HRMS solution should have multilingual capability (minimum requirement: English and Hindi). The Bank users can log in and perform transactions either in English or in Hindi. Bilingual capability shall be part of standard offering of the Solution including report printing by the Bank users. The data in the database can be stored in English language.

4.8.   Data Migration

1. The Bidder will be responsible for successful data migration from existing physical and electronic data available in the Bank. The electronic data is available in Oracle database. The bank can facilitate data extraction from the database as and when required.

2. The Bidder will be responsible for developing extraction scripts, upload scripts, testing, rectification and carrying out the electronic data available in the Bank's various systems. The successful bidder will have to study the existing systems of the Bank for the purpose of this activity. The details of the various systems of the Bank are provided in Section 5 – About the Bank.

3. While majority of the data is in electronic format some data is in physical files which would be converted to electronic data by data entry operators. The vendor needs to provide commercials for the data entry operators. The bank may or may not use the data entry operators provided by the bidder, in which case the bank will not pay for the data entry operators provisioned by the System Integrator as part of the final contract. The cost of data entry operator will however be considered for calculating the TCO of the solution. The bidder would need to provide user interface to the bank/data entry operators which would be required to key in data available in physical files.

4.9.   Interfaces

The interfaces required for the Solution need to be sized, installed, developed, tested, implemented and maintained by the Bidder fully meeting the functional, technical and interfacing requirements. The Solution should enable all currently specified interfaces as well as allow for introduction of new interfaces/channels as the case may be.

The Bidder is expected to interface the Solution to the Bank's applications which are mentioned below

- Core Banking Solution (staff loans, payroll, external payments etc.)

- Enterprise wide data warehouse
- Email solution (Lotus Notes)
- Biometric Attendance system/Scan Reader
- Mobility Solutions for accessing the HRMS solution through smart devices (phones and tablets – to be provided by SI)
- Bank Intranet Applications
- Online Learning Solution
- Single-Sign-on solution/Active directory
- Document Management System
- SMS Gateway

The HRMS solution should be made available on the internet so that all existing and all retired employees of the Bank can login to the HRMS solution through a web URL/link and access/transact using their login profile without using a VPN connection. The features and functionalities that need to be provided are shared in the Appendix 01 - Functional Specifications document

The Bidder will be responsible for identifying the detailed interface requirements for integrating the proposed packages to the HRMS system. The Bidder will be responsible for developing, testing and maintaining the interfaces during the contract period. The Bidder has to provide a one-time cost for development of each interface in Appendix 02 – Bill of Materials.

All above interfaces are not available with the bank right now and hence the development and integration may not be required immediately. However the SI has to ensure that whenever any or all of the above interfaces are available with the bank, these interfaces are to be integrated without additional cost to the bank.

4.10.   Training

The Bidder is required to provide training to the Bank's core team on the HRMS Solution, provide a training schedule and furnish training details as per the RFP requirements. Various types of trainings required are covered in Section 7 – Implementation Methodology - the bidder would need to quote for the commercials of the same in Appendix 02 – Bill of Materials

4.11.   Facilities Management, AMC, ATS

The Bidder will be the single point of contact and responsible for facilities management, AMC, ATS, guarantees & warrantees for all components, hardware, software, etc. provided as part of the RFP response. While bidding for providing facilities management services, the products and solutions proposed by the Bidder by way of this RFP should come with warranty as provided by the respective OEM vendors. Thereafter, the Bidder should provide AMC/ATS for these products and solutions as the case may be, for the remainder of the contract period through OEM. Bidder should list out the warranty period provided for each proposed product/solution in his RFP response. The Bidders have to note that

- All hardware infrastructure need to be covered under three year warranty post which Bidders need to quote for applicable AMC for additional three years
- All software need to be covered under one year warranty post which the Bidders need to quote for applicable ATS for additional five years

- The Bidders need to have back to back arrangements with OEM for all AMC/ATS for the entire contract period. The copies of back to back arrangements will need to be provided to the bank during the period of the contract.

4.12.   Manuals/Documentation

Soft copies of User and Technical manuals are to be provided for all the functionalities /modules /hardware /tools proposed for the solution separately. In addition, online contextual help for every field on the user interface with search option has to be made available for all users for all applications.

Bank will require the Bidder to follow worldwide practice and international standard for the documentation for the entire System Development Life cycle and provide same to the bank. All such documentation and manuals will be kept up to date with proper version control during the entire contract period. Bank may require the bidder to deliver the following documents both in hard and soft copy to Bank during development and implementation of HRMS.

1. Detailed SRS (System Requirement Specifications) Document
2. High Level Architecture Document
3. Migration Strategy Document
4. Techno – Functional Risks and Mitigation Document
5. Functionality Traceability matrix which would provide details on the interdependence of the technical components for the realization of a functionality. This matrix should provide a projection of the efforts required for completion of a technical module.
6. High Level Design Document
7. Proof of Concept for the HRMS
8. Low Level Design Document
9. Detailed project plan adhering to the high level roll out plan mentioned in Section 9.6 of this document
10. Test Plans
11. Comprehensive Test Cases Document (Unit, Integration and UAT Test Cases tested)
12. Deployment Plan Document
13. Content Management Guide
14. Change Management Methodology Document
15. Security Guide
16. User Management Guide
17. Release Notes

5.   **About the Bank**

- Bank of Maharashtra is an Indian Public Sector Bank based in the city of Pune, Maharashtra and commenced business in 1936.
- Known as a common man's bank since its inception, the Bank's initial financial assistance to small units has given birth to many of today's industrial houses. The Bank expanded rapidly, as soon as it was nationalized by the Government of India in 1969.
- Today, Bank of Maharashtra has over 15 million customers across the length and breadth of the country served through 1890 branches as of 31-March-2014, in 29 states and 2 union territories. All the branches are under CBS.
- Total business of the Bank stood at Rs. 2,07,172 crore as on 31 March 2014, as compared to Rs. 1,70,734 crore a year ago, registering a year-on-year growth of 27.88 per cent.
- During the past decade, Bank has strengthened its IT infrastructure, carried out Process Re-engineering, and has enabled marketing of technology based products and services. Bank has always recognized that Information Technology is an essential part of Banking. The Bank has been in the forefront amongst Public Sector Banks in deploying the latest available technology, in a way that technology acts as an enabler in the development of business and ensures that customers are benefited and delighted.
- The Bank has also fine-tuned its services to cater to the needs of various sections of society and incorporated the latest technology in banking offering a variety of services. The products and services offered by the Bank include demand deposits, time deposits, working capital finance, term lending, trade finance, retail loans, government business, Bancassurance business, mutual funds and other services like demat, lockers and merchant banking etc.
- It has a three tier organizational set up consisting of branches, Zonal Offices, and Head Office. In the state of Maharashtra itself, it has more than 1000 branches, the largest network of branches by any Public Sector Bank in the state. The Bank has set up specialized branch offices to cater to the needs of SMEs, Corporates, agriculturists and importers & exporters.

5.1.   **HRMS requirements**

For improving its HR management and Payroll systems, the Bank wishes to use a Web enabled centralized solution with relevant configurable security features.

The new technology and practices in the areas of Human Resources Management System should enable the Bank to achieve the objectives of operational efficiency, streamlined process and work flow automation with respect to HR functions. Some of these are –

- Enhancing efficiency of the Bank's existing HR systems/practices/procedures.
- Providing self-service facilities to all bank employees like leave records, payslip printing, booking of Bank's facilities and electronic submission of various applications, etc. through a web enabled solution without any restrictions.
- Implementing an HRMS & Payroll solution conforming to the best standards with sophisticated tools and processes for HR management.
- The HRMS application should have user-friendly and powerful querying mechanism and help effective data mining based on the parameters defined by the Bank, processing logic, rules and criteria.
- The solution should have a strong Management Information / Decision Support System facility and should be integrated with the Bank's Enterprise wide data warehouse in the near future.

- The various designated authorities should be able to work on and/or upload data to / download data from HRMS application, as per defined levels of access and permissions. The solution should also support upload of manually prepared data at Head Office / Zonal Offices.

5.2.   Datacentre & Disaster Recovery Centre

The Bank's Datacentre (DC) is located in Pune and Disaster Recovery centre at Hyderabad. The DC is connected to the Branches, Zonal Office and Head Office through Bank-wide Wide Area Network. The entire network uses mix of Leased Lines, MPLS and Backup connectivity through CDMA lines etc. The ATMs, Mail Messaging System and other applications also use the WAN.

5.3.   Personnel Department

S.No.	Name of Department	Functions
1.	Salary and Increments	Calculation of salary, release of increments, recovery of loan instalments, calculation and payment of taxes, issue of Form 16 etc.
2.	Reimbursements	Processing of monthly claims in respect of conveyance, newspaper, annual claim of medicine, Processing of hospital bills
3.	Retirement benefits-PF and gratuity	Collection and investment of the funds collected by way of PF deduction from salary on monthly basis and banks contribution (actuary provision) for gratuity, received on quarterly basis. Managing these funds to pay gratuity and PF on monthly basis to retiring and other exiting employees. The interest on invested funds is allocated proportionately to employees. Processing of requests for loans and withdrawals against PF. Collection of monthly repayments. Applying interest and recovery of loans.
4.	Retirements and VRS processing	Checking of salary paid, checking for LWP, checking for any disciplinary action against the employee. Recovery of loans.
5.	Recruitments	Recruitments through IBPS. Recruitment as per government norms in the reserved categories, filling up of vacancies.
6.	Transfers and promotions	Transfer and promotions as per the banks policies.
7.	Bipartite issues (Award Staff) and OSR (Officer)	Holding IR meeting, clarifying issues raised by branch referring to IBA in case of issues. Reporting to government and IBA
8.	Staff pension	Collection and investment of the funds collected by way of PF deduction from salary on monthly basis and banks contribution (actuary provision) for pension received on quarterly basis. Managing these funds for payment of pension on monthly basis to retiring and other exiting employees. Calculation and payment of commutation to these exiting employees. Payment of family pension and conversion of regular pension to family pension. Payment of ex gratia to pre 1986 retirees. Restoration of pension after 15 years. Restoration of family pension from enhanced to normal.
9.	Welfare Schemes	Administering, formulating and managing the welfare schemes within the allocated budget.

10.	HR Policy matters	Formulating and modifications in HR policies by way of study of issues and scope for improvement and presenting to top management by way of Board notes and approvals from the Board.
11.	Admin	System administration for existing HR MS software
12.	Disciplinary matters	Takes care of ongoing and pending disciplinary matters of the bank
13.	Performance appraisal	Takes care of the performance appraisal

5.4.   Personnel Department Organogram
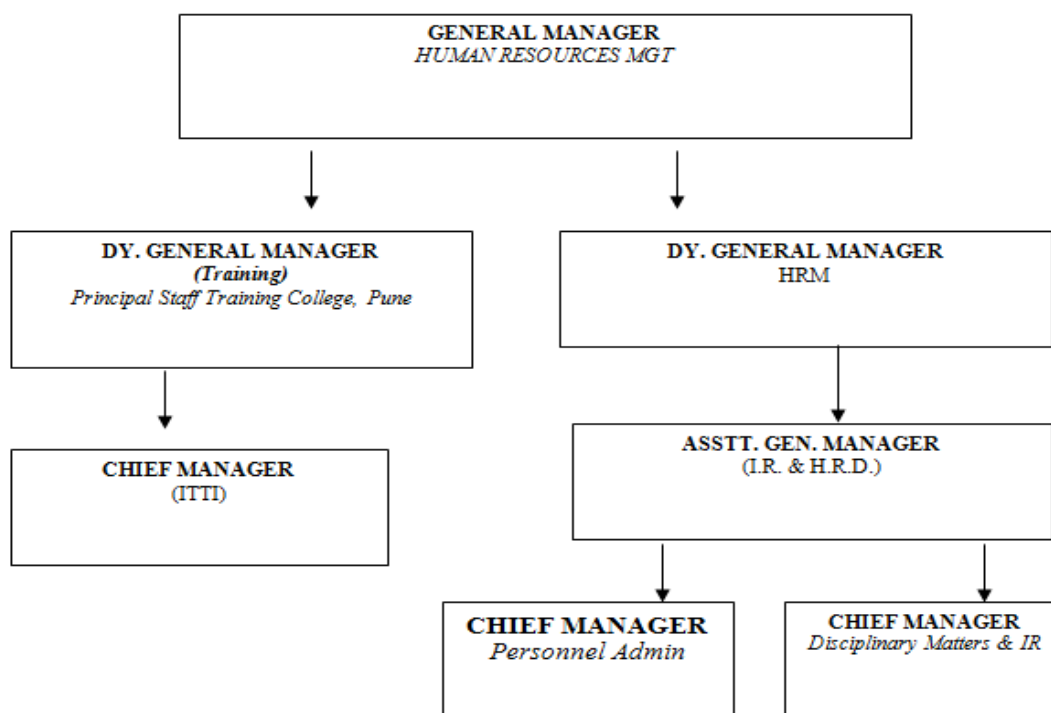
5.5.   Staff Strength

#	Particulars	'13 – '14	'14 – '15	'15 –'16	'16 –'17	'17 –'18	'18 –'19	'19 –'20
1	# of Branches	1,888	2,000	2,200	2,400	2,600	2,800	3,000
2.1	Total Officers	6,090	6,712	7,402	8,581	9,212	10,356	11,006
2.2	Total Clerks	5,867	5,273	5,103	4,898	4,668	4,429	4,229
2.3	Total Sub Staff	2,439	2,044	1,636	1,220	964	579	304
2.4	PTS	1,350	1,245	1,265	1,185	1,105	1,025	945
2.4	Total Employees	15,746	15,374	15,406	15,884	15,949	16,389	16,484
3	Retired Employees	13,500	14,872	16,365	17,912	19,372	20,957	22,387
	Total	**29,246**	**30,246**	**31,771**	**33,796**	**35,321**	**37,346**	**38,871**

5.6.   License Requirements

- The bidder is required to propose licenses based on the number of bank employees and the retires as per the details mentioned in section 5.5 – Staff Strength. All the employees of the Bank for the period of the contract should be covered by the HRMS solution. All the employees would submit their performance appraisal online in the system would perform activities like ticket booking, leave requests, payroll access, etc.

- The cost of the licenses per the contract should be applicable for Bank of Maharashtra and its RRBs. The license costs should remain same till the bank or its RRBs use the OEM product irrespective of which System Integrator is maintaining, managing or implementing the solution.

- In addition the bidder has to propose license cost for ex officers (retired employees) of the Bank. This cost is optional and Bank will avail the same as per their requirement during the contract period. This cost would be included as part of the TCO for evaluation purposes, however, the Bank may place the procurement order for the licenses for ex-officers as per their sole discretion.

- The ex-officers will use a web interface or a mobile application for connecting to the HRMS system for checking pensions, submitting documents or any helpdesk requests, updating information etc.

- The Bidder has to size the Solution accordingly and provide all the required licenses for the Bank. The Bidder has to factor the complete cost for the licenses in the Appendix 02 – Bill of Materials.

- In addition the bidder has to propose suitable Analytical tool to address the requirement stated in Appendix 01 to enable to view Analytical reports by HRMS Department in Administrative offices including Head Office and for all senior management personnel like Chief Manager/Zonal Manager/DGM/AGM/GM etc. approximately 300 concurrent users.

5.7.   Standalone Applications used by HR department

The list of standalone applications used by the bank is given below:

1. Visual Basic and Oracle standalone applications
    - Personal Information System (PINS)
    - PF & Gratuity
2. Web based standalone applications
    - Payroll
    - Employee Id generation system
    - Increments
    - Appraisal System
    - Assets & Liabilities
    - Holiday Home Booking
    - Employee Welfare (Reimbursements and allowances)
    - Staff Pension System
    - Online Joining Report
    - Online Applications for inter-skill promotions

6.   Detailed Scope of Work

6.1.   Project Objective

1.   The Bank has outlined its vision for an integrated HRMS solution and related transformation. This vision would involve a major transformation of current HR systems and procedures involving reengineering of the Bank's business processes. With this objective, the Bank is floating this RFP to address challenges with respect to the implementation of the Solution.

2.   The Bank recognizes that this is an extensive undertaking and therefore, it wants the Bidder to understand its vision and understand that the solution is not just outsourcing but is a transformation of business enablement through technology. To this end, the response to the RFP needs to focus on the transformation of technology and processes and a commitment of people in the context of an outsourcing transaction for the entire period of the contract.

3.   The Bank invites bids from Bidders to implement an Integrated HRMS Solution along with identified applications for employees of the Bank. The Bidder should be a well-qualified total solution provider to implement the initiative successfully. The Bidder should be capable of providing a total integrated HRMS solution, including but not limited to providing required hardware, middleware, facility management, third party utilities, testing, providing interfaces required for the Solution.

4.   The Bank proposes to deploy the Solution in a phased manner covering the entire enterprise such as branches, extension counters, service units, head offices, zonal offices, other back offices and any new branches opened during the contract period. If the Bank wants to implement the HRMS in new branches or offices opened during the tenure of the contract, the proposed solution should be scalable to accommodate fresh staff in additional branches and offices. The projections for the same are provided in Section 5.5 – Staff Strength of this RFP.

5.   The Bidders have to note that while the integrated HRMS and other business solutions would be implemented as part of this project, the Bidders have to necessarily ensure that all existing products and services are available in the Solution. The Bidders have to envisage all applicable costs in order to configure the products and services in the Solution. The Bank will not accept any plea of the Bidder at a later date for omission of critical products and services on the pretext that the same was not explicitly mentioned in the RFP.

6.   Bank during the period of the contract, based on its technical and functional requirements can add additional third party application and interfaces to the HRMS Solution. Bidder has to extend all necessary support and assistance for addition to the Solution with the required third party applications and interfaces desired by the Bank with no additional costs

7.   The Bidder should ensure that all systemic changes or new requirements necessitated out of ministry / other regulatory guidelines or other Bank requirements as per the RFP are made available from day one of the solution going live. Any new government/ministry/ regulatory requirements that impact the provided solution to the bank need to be incorporated as a feature upgrade or an enhancement or a patch and should be provided to the Bank at no additional cost during the period of the contract.

6.2.   Project Scope

Description of the envisaged scope is enumerated as under. However, the Bank at its discretion reserves the right to change the scope of the RFP considering the size and variety of the requirements and the changing business conditions.

1.   Based on the contents of the RFP, the Bidder shall be required to independently arrive at a solution, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same and the resource and the equipment requirements. The Bank expressly stipulates the Bidder's selection under this RFP is on the express understanding that this RFP contains only the principal

provisions for the entire assignment and that delivery of the deliverables and the services in connection therewith are only a part of the assignment. The Bidder shall be required to undertake such tasks, render requisite services and make available such resources as may be required for the successful completion of the entire project at no additional cost to the Bank.

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

3. The SI will be responsible for documenting detailed manuals of all HR procedures and processes in the bank which will be certified by the SME.

4. The SI will be required to fix any vulnerability in the solution at no additional cost during the entire tenure of the contract. These vulnerabilities can be detected by the bank or can be a finding of any internal or external audit conducted by the bank on a periodic basis.

5. The Bidder is required to note the following points:

- The Bidder has to size the Solution covering hardware, software & services to ensure availability, scalability, redundancy and performance of the solution, and to meet technical and functional requirements as per the terms of the RFP within the timeframe prescribed by the Bank.

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

- The Bidder must give the details of suitable tools/software/hardware/utilities/solutions that he is proposing for the solution. None of the tools/software/hardware/utilities/solutions proposed should be unsupported. Any bid with unsupported tools/software/hardware/utilities/solutions will be rejected.

- The Bidder will be the single point of contact / reference to the Bank. The Bank will enter into agreement with selected Bidder only. However, Bidder as well as other Partners / Associates / Consortium members / OEMs must confirm to the Bank that they are willing to enter into back to back arrangement with OEM for risk mitigation in meeting the deliverables, implementation and other service commitments as per the RFP the Bidder makes to the Bank under the contract to be entered into. The successful bidder must share a copy of the back to back arrangement with OEM and its partners with the Bank within 30 days from the issuance of the PO.

- Unit prices quoted by the Bidders would be used for additions/deletions to the quantities at a future date during the tenure of the contract. The prices quoted for the line items would be valid and used throughout the period of the contract.

- The Bidder has to ensure the arithmetical accuracy of the technical and commercial bid. The bank will not be responsible for any errors in the bid submitted by the Bidder.

- Any assumptions, changes, deviations other than what is specified and accepted by the bank will not be considered for the purpose of this RFP.

6.3.   Involvement of a Subject Matter Expert

1. The Bank wishes to engage a Subject Matter Expert (SME) who shall be an authority / expert in Human Resource function / domain. The expertise would encompass the entire gamut of HR processes i.e. Hire to Retire

2. The bidder is expected to involve the services of an Independent organization as a subject matter expert. The bidder has to ensure that the independent subject matter organization is involved for at least 15% of the overall time of the project throughout the contract period.

3. The role of an SME in this assignment is of Quality Assurance and providing qualitative inputs thereby ensuring a high quality implementation of the HRMS in the Bank.

4. The SME is expected to be involved at minimum 15% of the total project period (6 years). E.g. If project period is for 100 man months, the SME should be involved in the project for a minimum 15 man months over the project period. The bidder should ensure that the same should be reflected in the Commercial Bid i.e. SME effort estimation

Indicative Scope of Work for the Subject Matter Expert is as follows but not limited to:

1. Current state assessment of the Human Resource function. (macro assessment – not for all processes of the HR function)

2. Independently assess, in coordination with HRM and IT department, the System Requirement Specification (SRS) / FRSM prepared by the Bidder.

3. The SME will be responsible for reviewing the FRSM and detailed HR procedures and processes manuals as appropriate and certify that it covers the bank's needs and identifies all relevant customizations in the solution.

4. Should be responsible for carrying out Project Management activities of the implementation of the HRMS solution e.g. attend periodic project management meetings, steering committee meetings, creating weekly and monthly project updates highlighting risks, identifying mitigation strategies, etc.

5. Independently assess and certify the test scenarios and test cases during the User Acceptance Phase of the implementation for all phases.

6. Participate in the final User Acceptance Testing exercise from a Quality Assurance perspective. The SME is expected to certify that the solution is fit to go-live from a functional perspective meeting all the bank's requirements for all modules and all phases.

7. Design HR & Analytical dashboards for the senior and middle management. The SME is expected to provide inputs as to how these dashboards and how they can be further improved even post go-live.

8. Independently assess the end user training material prepared by the Bidder and identify gaps (where applicable). User sign-off will be required to confirm SME's effort.

9. Advice the bank in leading HR Practices

6.4.   Scope for OEM

During the implementation process, the Bank expects the involvement of the OEM for the following activities:

1. System setup & configuration
2. Participation in Steering Committee
3. Problem & Issue resolution
4. Customisation assistance
5. Data migration assistance
6. Program governance
7. Go Live & Roll out

6.5.   Deployment of HRMS Solution

1. The Bidder is required to design, procure, supply, install, train, customize, test, implement, rollout and maintain the HRMS application as per the requirements of this RFP for the period of the contract for at least the minimum areas specified below.

- Manpower Planning
- Recruitment
- Employee Record Management
- Performance Appraisal
- Training and Development
- Transfers and Promotions
- Payroll
- India specific Legal Requirement, Roster Management, Disciplinary Action etc
- Leave Management
- Staff reimbursements and welfare
- Terminal benefits and separations
- Employee & Managers self-service in English & Hindi
- Personnel Administration
- MIS
- HR Analytics
- Mobile Application

2. The HRMS solution must have a published product roadmap from the OEM for every module or component proposed
3. The bidder and OEM of proposed HRMS solution must meet the appropriate eligibility criteria as specified in Annexure 01 – Eligibility Criteria
4. The bidder has to implement the HRMS at DC and DRC. Bidder may also need to implement part of proposed solution/application at branches, offices of the bank and other locations depending on the proposed solution. During implementation, the bidder needs to adhere to all the requirements provided by Bank as part of this RFP.
5. The application licenses should accommodate the growth of the bank and adhere to the segregation provided in the Section 5.5 – Staff Strength of the RFP without any commercial implication during the contract period
6. The HRMS application OEM would need to ensure that the bidder has necessary skills support available back to back for bidder's success in Bank's project during entire implementation phase. The Bidder can provision necessary cost in the Appendix 02 – Bill of Materials for meeting this requirement.

6.6.   Interface & integration requirements

1. Bidder has to supply, install, customize, implement, train, rollout and maintain the interfaces including supply of the necessary hardware infrastructure, tools necessary for the functioning of the Interface
2. The Bidder is required to build interfaces between the proposed Solution with the applications and systems mentioned below.

- Core Banking Solution (staff loans, payroll, external payments etc.)
- Enterprise wide data warehouse
- Email solution (Lotus Notes)
- Biometric Attendance system/Scan Reader

- Mobility Solutions for accessing the HRMS solution through smart devices (phones and tablets – to be provided by SI)
- Bank Intranet Applications
- Online Learning Solution
- Single-Sign-on solution/Active directory
- Document Management System
- SMS Gateway

3. Bank expects that the integration/interface architecture is based around industry best practices.
4. The Bidder will be responsible for identifying the detailed interface requirements for integrating the proposed packages to the existing systems of the Bank for all functionalities as mentioned in this RFP.
5. The interface architecture should be clearly defined. The integration architecture should include the types of interfaces supported; the standards used and should comply with Bank architecture principles.
6. The Bidder will present to the Bank the interface requirements for review. Any suggestions from the Bank will have to be included by the Bidder.
7. The Bidder will be responsible for developing, testing and maintaining the interfaces. When developing the interfaces, the Bidder should ensure the requirements of data format, frequency of data transfer, quality checks and validations before data transfer and priorities for data transfer are identified and addressed.
8. The Bidder must ensure that all applicable interfaces are automated with no manual intervention required for their successful operation on an on-going basis.
9. The Bidder must ensure to incorporate all necessary security & control features within the application, operating system, database, etc. so as to maintain integrity and confidentiality of data at all times.
10. The Bidder will be responsible for setting up the test environment for interface testing.
11. The Bidder will help/assist the Bank in preparing the test cases for the testing. Bidder shall ensure that the test cases meet all the testing requirements of the Bank.
12. The Bidder must ensure that a sound methodology is implemented (e.g. SOA governance framework, integration competency center) to manage the interfaces.
13. The Bidder is responsible to configure and deploy the interface and is expected to quote a separate amount for building each interface in the Appendix 02 – Bill of materials. The Bidder will be paid applicable amounts for each of the interfaces built during the quarter at the end of the quarter. The single amount has to be quoted as payable during the first year itself for TCO purposes. The Bank reserves the right to prioritize the interface building within the overall timelines of the Project.

6.7. Mobility Requirements

The Mobility requirements are divided into two sections:

1. <u>Browser based mobility requirement:</u>

The Bidder has to design the Solution such that all the employees of the Bank can access the solution through mobility devices such as smart phones and tablets. The Solution proposed has to be supported on iOS, android, windows, etc. operating systems. The various reports, dashboards, etc. should be accessible from any mobility devices like smart phones, Tablet PCs, etc. Bidder should size the required software/hardware for this requirement accordingly. The Bidder is required to provide all the necessary application license, underlying hardware, gateway, etc. cost in the Appendix 02 – Bill of Materials for ensuring and implementing the mobility requirements of the Bank. The Solution design will be verified by the Bank and their representatives and the Bidder would be required to incorporate any changes and improvements based on the feedback provided by the Bank.

The Bidder has to note that the mobility of the application meets the following requirements (but not limited to)

- The HRMS application should be certificated on all popular browsers (Internet Explorer v6 and above, Mozilla Firefox v21 and above, Google Chrome, Safari) to offer the ability to view and use dashboards, and the application on smart devices/tablets.
- The HRMS application should allow approvers to approve, deny, or put approval requests on hold by clicking or tapping the corresponding link on the approval email that they receive on their smart phone/tablet devices.
- The HRMS should support configurations allowing users to send formatted emails that are compatible with smart phones and tablets
- The product should be extendable to tablet and phone users. On both the devices, it should enable the user to search for people in the organization and view information about them such as contact details, reporting structure and personal information quickly and easily.
- The tablet version should also include a feature to allow users to view an interactive Organizational Chart.
- Bank's system Administrators should be able to configure information to be displayed in the tablet and phone versions, including insertion of logo, etc.

2. Mobile native application based mobility requirement:
- The technical specifications for the mobile application for HRMS solution are mentioned in Annexure 02 - Technical Specification
- The functional specifications for the mobile application for HRMS solution are mentioned in Appendix 01 - Functional Specifications
- The Bidder is required to quote the cost involved in the development of this application in the bill of materials mentioned in Appendix 02 - Bill of Materials

6.8. Software Licenses

- The Bidder has to ensure that all necessary licenses that are required for this RFP are procured and installed at the DC and DRC and other relevant locations of the Bank.
- The Bank will not be responsible or liable for any infringements or unauthorized use of the licensed products. In the event of any claims against the Bank for any license related issues, the Bidder will have to act upon the same and all liabilities and claims whatsoever will have to be settled by the Bidder.
- Further if the Bidder has missed out providing any licenses to the Bank, then the Bank will not bear any additional amount for procurement of such licenses at a later date.
- Bidder is required to consider the ATS of the Solution and related application software for the period of contract from day one. The Bidder is required to provide perpetual license in nature for all modules of the Integrated HRMS solution.

6.9. Hardware

1. The Bidder is required to size for adequate hardware based on the volumes for the Solution covering the integrated HRMS solution
2. System should be sized to ensure that HRMS data relating to employees master information transfer and promotions will be retained online forever. The other data will be retained on-line for a period of 3 years, beginning from the previous 2 years and ending with the current year after which it will be archived for retrieval if required by the bank.

3. The Bidder is required to provide appropriate interface for quick retrieval of data from the archives as and when required without any intervention by the bidder once the system goes live. Data archival must be an automated process based on certain business rules which will be shared with the successful bidder and data retrieval system needs to be user friendly on demand system without the intervention of the Bidder once the system is online.

4. The vertical scalability available within the server hardware proposed for the Solution should be at least minimum 20% to accommodate additional CPUs, Memory (including cache) over and above the terminal year sizing requirements.

5. The hardware proposed has to be sized as per the below concurrency requirements

#	Area	Factor	Minimum sizing and support
1	Concurrency	Average Concurrency	10% of total users at any point of time
		Peak Concurrency	15% of total users at any point of time
2	Report generation	Standard report generation	1000 reports per hour
		Ad hoc report generation	20 reports per hour

Note: The Bidder has to size the solution for peak periods of concurrency and report generation. The bidder to note that the above stated percentage figures are calculated as follows. Also, this particular logic is used only for calculating the peak concurrency and should not be used anywhere else but this.

Peak concurrency = 15% of <Employees> + 5% of Active Pensioners for that year.

Where Employees = Total Staff for that year – sub staff for that year

For Example: For year 1,

$$<Employees> = \text{Total Staff} - \text{Sub-staff}$$
$$= 15746 - 2439$$
$$= 13307$$
$$\text{Active Pensioners} = 13500$$
$$\text{Peak concurrency} = 15\% * 13307 + 5\% * 13500$$
$$= 1996 + 675$$
$$= 2671$$

6. The design should be such that the minimum availability requirements as specified in the SLA section of the tender are met. In case the Bidder is proposing a High Availability design then the integrated HRMS Application should be designed for Active-Active and the Database should be sized for Active-Active cluster based on the proposed HRMS application design.

7. For Active-Active configuration, the design must ensure that there is equitable distribution of the load in the configuration and if a failover occurs then the server running should be able to take full load of the failed server.

8. The hardware sized should be scalable and fault tolerant. The components within the server should be hot swappable or pluggable and should incur no downtime due to component failure.
9. All core HRMS servers suggested should have dual power supplies. The power input to the power supplies will be from separate UPS provided by the bank. In case of failure of one power supply, the second power supply should be able to take the full load without causing any interruption in services.

6.10. Database
1. The bank intends to have full use license for the database and not just application based.
2. The bidders must factor licenses for all suitable databases proposed in the RFP response for the purpose of the HRMS solution. Bidders will be required to factor any RDBMS database licenses proposed and required for the functioning of the solution in the Appendix – 02 Bill of Material.
3. The Bidder will have to provide complete support for installation, implementation, maintenance, facilities management, etc. during the period of the contract.
4. The sizing methodology and working will need to be done by the bidder and submit to the bank as part of technical bid.

6.11. Storage
1. The bidders have to propose appropriate storage and switch for the solution meeting the growth requirements as detailed in Section 5 – About the Bank for the entire period of contract.
2. The Bidder should factor the necessary storage components as per the requirements in the Appendix 02 - Bill of Materials. The bidder would need to design and size, procure, install and maintain the storage solution throughout the tenure of the contract.
3. The actual storage capacity sizing methodology and working will need to be done by the bidder and submit to the bank as part of Technical Bid. The storage should be sized such that it can sustain and hold all employee data for the period of contract.
4. The bank may decide to provide storage to the SI and may exclude from the bill of materials. However, the cost will be calculated for arriving at TCO.

6.12. Deployment Environments
Physically separate adequately sized hardware should be quoted for test & development servers. The same server would be used for training and migration purpose.
1. The Test & Development servers sizing should be minimum 10% of the size of the production database server as per the first year sizing with minimum 10% available space for vertical scalability within the test and development server.
2. This environment needs to be deployed only at the DC.

6.13. Hardware utilization
1. The Bidder is expected to size Hardware for the Solution based on the information provided in the section 5 – About the Bank of this RFP for implementing the solution for the branches and employees. The sizing should scalable to support the terminal year requirements of branches and employees over the tenure of the Contract. At any point in time during the contract period, for these locations, during business hours, the average CPU and memory utilization should not exceed 60% threshold and Hard Disk utilization should not exceed 50% threshold. In case the above requirement is not met, additional hardware and related software would have to be provided by the Bidder at no further cost, within two weeks of crossing the threshold(s).
2. The bank would like to stagger the deployment of the hardware resources over the years based on projected and actual utilization. Accordingly, the initial hardware deployed should be capable of handling at least the first four years load, volume and sizing as provided in this Section 5 – About the

Bank of this RFP. Subsequently, the Bidder has to ensure that appropriate hardware and other resources are incrementally added based on the increase in the load and volumes to support the growth for the remaining contract period. The Bidder has to ensure that the configuration proposed is capable enough of handling the respective year's load and volume. The prices quoted by the Bidder for the incremental resources would stay valid for the entire contract period. The bank will only pay for these incremental resources as and when deployed by the Bidder as per the payment terms in this RFP. If the load and volumes don't increase, the configuration already deployed by the Bidder should continue till such time the load and volumes are breached. In this case, the bank will not be liable to pay to the bidder for the unused hardware.

3. The Bidder at all times has to ensure that the sizing done confirms to the service level requirements of the Bank. In the event, these requirements of the Bank are not met at any point during the contract period, the Bidder would need to deploy additional resources to meet the performance levels, failing which penalty would be levied as per this RFP Section 8 – Service Level Agreement.

4. The Bidder also has to perform pro-active monitoring of the solution to ensure that before any breach happens they have sufficient time in procuring and installing the additional components. At no point in time should the bank be made to suffer on account of the vendors delay to procure the additional resources.

5. The proposed hardware should support all the concurrent users specified who would not be idle and would perform any kind of transaction in the HRMS application.

6. The Bidder is responsible to arrive at the sizing independently. The Bank is not responsible for any assumption made by the Bidder with respect to the sizing. In the event the sizing quoted by the Bidder does not meet the performance / service levels of the Bank the Bidder will at their cost carry out the necessary upgrades / replacements. The Bank will not pay any additional amount during the period of the contract.

6.14.   Hardware Delivery

In case the bank asks the SI to provide the hardware, the Bidder must deliver proposed the hardware for the Solution within 6 weeks of placing the purchase order by the Bank. The Bidder also has to ensure completion of installation and commissioning within 8 weeks of placing the purchase order by the Bank.

7. Implementation Methodology

1. The Bidder should follow a suitable methodology for delivering the requirements of the RFP for the entire contract period. Accordingly the Bidder should factor for necessary effort and team deployment. The methodology should clearly lay out the overall steps from initiation to closure of this engagement.

2. The FRSM (Functional Requirements Specification Manual) would be reviewed by the Subject Matter Expert and the bidder is expected to remediate all gaps identified by the Subject Matter Expert.

3. The methodology should address all stages including development, customization, Facilities Management services, and hardware/software installation/configuration services. Each step should detail the input, process and output. The Bidder should further provide the deliverables and sign off process for each of the deliverables at various stages. The Bidder would need to deploy team for implementation (including Project Manager) on the ground at Bank's location (Pune) on full time basis.

4. The HRMS OEM's should be committed to the success of the project and have governance aligned by being part of the steering committee during the actual project implementation. The following are the expectations with respect to OEM involvement during the contract period:

   - The OEM should provide qualified personnel to the bidder to ensure that the HRMS Solution is designed and implemented according to the highest standards during the implementation phases.
   - The OEM must ensure that experienced, qualified staff is provided to the bidder during the implementation, support, sustenance phases throughout the validity of the contract.

5. The Bidder and OEM must ensure that these resources are on the ground in the project on a full time onsite basis during the implementation phase and the bank will verify the same through a review of resumes preferably with details of National Skills Registry ID (maintained by NASSCOM) and organizational photo id, timesheets and by taking an undertaking from the vendor and any other means necessary.

6. The Bidder must provision for all the requisite cost of the OEM involvement in the project in the Appendix 02 – Bill of Materials.

7.1. Functional Requirements specifications study

1. The Bidder will conduct a detailed systems requirements study and provide a HRMS FRSM relating to the functionalities as required to support the various HRMS processes within the bank as responded by the Bidder in Appendix 01 – Functional Specifications.

2. The FRSM must also include all the areas where the Bidder is suggesting a work-around. If the work-around involves re-alignment of a business process, the same should be included in the FRSM.

3. The FRSM should include the standard operating procedure proposed for the re-aligned process. The Bidder is expected to assist the Bank in aligning the business requirements with the application so as to enable centralization of desired business process, eliminate redundant and duplicate processes, increase operational efficiency and improve customer service.

4. Bidder is expected to prepare detailed documentation, presentation, workflows for the business processes affected due to implementation of the HRMS Solution and other applications implementation.

5. The Bidder shall provide the FRSM to the Bank for review and comments, and any comments or suggestions of the Bank will be incorporated therein.

6. The Bank will identify functional heads for each process, which would be responsible for the review, comments and sign–off of the FRSM.

7. The FRSM will be deemed completed when signed–off from the Bank.

7.2.   Business Process Definition (BPD)/Parameterization

1. The Bidder is also expected to carry out and document a detailed current assessment for all business activities, and services performed by the Bank's Personnel Department to gain understanding of the Bank's existing business and operations.

2. The Bidder is expected to help the Bank to parameterize the product and provide valuable inputs at the time of system parameterization based on the current state assessment undertaken by the Bidder. Also, the HRMS core team training conducted by the Bidder should reflect the understanding of the Bank's current processes as a result of conducting the current assessment.

3. The Bidder would be responsible for ensuring that the BPD/Parameterization exercise is as per the plan. In case the Bidder fails to commission the hardware in order to provide access to the testing environment, then the Bidder would need to make alternative arrangements at no extra cost to the Bank.

4. Bidder would need to ensure that the Business Process Consultant is present at Bank's premises during the implementation phase. He should be made available on need basis at Bank's premises up to 3 months after go-live.

7.3.   Customization

1. The Bidder should quote the customization efforts to carry out all the customization as per the Appendix 01 – Functional Specifications and quote the requisite customization effort in the Appendix 02 – Bill of Materials.

2. The Bidder is expected to undertake a detailed current system and procedures assessment for the Solution. The Bidder is expected to document the current state assessment and get the same reviewed and approved by the bank.

3. The Bidder is also expected to identify the current state gaps between the procedures and practices followed by the Bank with the integrated HRMS solution being implemented and get the same reviewed and approved by the Bank.

4. The Bidder needs to provide all statutory and regulatory reports as required by the regulatory institutions. The Bank will not pay any additional customization costs either for gaps observed for Clause 5.3 point 2 above and/or gaps observed for statutory or regulatory reports as required by the Bank.

5. The Bidder is expected to provide a resolution to all gaps observed during Functional specifications evaluation, Product Demonstration, Current Systems Study, Training, User Acceptance Testing (UAT), Business Process Definition (BPD) and subsequent roll out for all the proposed solutions. The cost of customization should be included in the price bid.

6. Over and above the Bank HRMS MIS/report requirements (including regulatory reports) specified in the Appendix 01 – Functional Specifications, the Bidder must additionally provision for configuration/customization/development and delivery of a total of 150 simple and 100 complex reports/MIS from the Solution. Bank at its discretion may avail the development of any reports/MIS from the Solution. A report will be considered as simple report if the effort for the report is less than 5 man-days. Any report above 5 man-days will be considered complex reports.

7. The Bidder has to provide a onetime cost for development of the 150 simple and 100 complex reports from the Solution in the Appendix 02 – Bill of Materials. The Bank will pay the proportionate amount to the Bidder based on the number of reports delivered on a pro-rata basis post the satisfactory acceptance of the reports by the Bank.

8. Additional customization beyond the RFP requirements: The Bank may require the Bidder to address additional requirements that are neither of the following:
   - Bug fixes
   - Gaps found during base version testing
   - Gaps against the functionalities specified in Appendix 01 – Functional Specifications

9. The Bank will compensate the Bidder on the basis of a man day rate that will stay fixed through the contract period. This rate has to be provided by the Bidder in the Appendix 02 – Bill of Material. For TCO evaluation purposes, the man day rate will be multiplied by 180 for all bidders.

10. The Bidders have to note that no additional ATS cost will be payable for the enhancements/customizations availed by the Bank during the contract period.

11. The Bidder will have to ensure that the software provided as part of the Integrated HRMS Solution project meets all the requirements described in detail in the functional and technical requirements and to carry out all customizations or development work as maybe required by the Bank at no additional license charge/fees/expenses.

12. The Bidder will have to provide all the MIS reports as per the requirements of the Bank. For meeting the MIS requirements of the Bank, the Bidder will also need to provide a report generation tool as part of the RFP. The precise scope of the customization and development work to be undertaken by the Bidder will have to be as per the requirements of the Bank as described in the RFP.

13. The Bidder will have to carry out all the customization related work at the premises of the Bank. The Bank will have to be a part to the Functional Requirements Specifications sign-off, UAT, UAT sign-off, Installation sign-off and Implementation sign-off.

14. The Bidder will have to install and commission the software for customization and UAT as per Project Plan in Section 9 failing which the Bidder will be liable to pay the Bank the applicable penalty for delay as specified in Section 13.26 – Terms and Conditions –Liquidated damages.

15. The Bidder will have to provide all tools, testing instruments, drivers, consumables, etc. required to install and customize and test the software free of any fees or charges or any expenses.

16. The Bidder will have to document and submit to the Bank all the testing activities, procedures and results. The Bidder is required to ensure that the software provides interfaces to the other application systems at the Bank as specified in respective functional specifications as per Appendix 01 – Functional Specifications at no additional cost or fees or charges or expenses.

17. The Bidder will have to provide the Bank weekly progress reports on the bugs/problems reported/points taken up with schedule of date of reporting, date of resolving, and status for all kind of bugs and problems whether reported by branch/HO/RO or Bidder staff.

18. Customizations would be both with respect to the integrated HRMS solution and interfaces that the Bank proposes to implement through the selected Bidder.

7.4.   Module Integration

1. The Bidder is expected to build integration between the modules under the scope.
2. The Bidder would have to make a system study, identify gaps, resolve the same, test all such scenarios and then implement the same into production.
3. To ensure the tight integration of the system, the Bidder needs to integrate all the software modules. The Bidder will be responsible for fault detection and rectification.
4. The Bidder is responsible to ensure that the integrated systems are fully functional the way they are expected to operate and behave.

7.5. Gap Identification & Resolution

1. The Bidder has to provide all functionalities as mentioned in the Appendix 01 - Functional Specifications, meet the Technical Requirements & provide all functionalities as mentioned in the FRSM.

2. The Bidder will provide Bank with gap identification report along with the necessary solutions to overcome the gaps and the time frames.

3. Bidder will ensure that all gaps identified at the time of system testing will be immediately resolved.

4. The Bidder will ensure that gaps pointed out by the audit and inspection teams, statutory and regulatory bodies, or any other third party agency engaged by the Bank will be immediately resolved.

5. The Bidder shall resolve gaps by proposing a suitable work around or customizing the proposed solution by way of modifications / enhancements, as necessary, to the proposed software solution.

6. The Bidder shall provide all statutory, regulatory and ad hoc MIS (Management Information System) reports as required by the Bank in the desired format during the initial phase of customization process.

7. The Bidder shall provide for all subsequent changes to reports as suggested by the statutory and regulatory bodies from time to time immediately to the Bank at no additional cost to the Bank during the contract period.

8. The Bidder shall provide for a flexible report writer utility and train the Bank personnel in using the same.

9. Bidder will give adequate time to Bank for reviewing the gap report

10. Bidder will incorporate all suggestions made by Bank to gap report.

11. The Bidder will ensure that they have the necessary infrastructure and people in place to resolve all the gaps within the time lines agreed, for the implementation and roll out.

12. The cost of all customizations as mentioned above is required to be included in the price bid and the Bank will not make any additional costs for such effort till all the branches are live. While costing the customization effort required, the Bidder should exclude the effort required from the Bank.

13. The Bidder is expected to document all gaps observed by the Bank at various stages of implementation including their solution and monitor and track the status of the same throughout the implementation.

7.6. Testing

1. The Bank proposes to conduct "User Acceptance Testing" ("UAT") for the Solution for the purpose of ensuring that all the functionalities requested for by the Bank are available and are functioning accurately. The UAT would be carried out for the Integrated HRMS Solution proposed by the Bidder. The test cases will be created by the bidder and approved by the bank. The bank may also add test cases if they identify any gaps. It is up to the bank if they want to participate in the UAT. If the bank decides to participate in the UAT along with the System Integrator, all necessary support needs to be provided to the Bank.

2. The Bidder will convey to the Bank that all the customizations that are required to "Go Live", as agreed upon and signed off by the Bank are completed and the solution is ready for testing.

3. The Bank expects the test environment to be available to the Bank at all times, for the purpose of testing.

4. The Bidder is expected to provide for the requisite test and development infrastructure including hardware, software, operating system and database for all applications being offered by the Bidder.

5. The Bank expects the Bidder to set up the required test & development server at DC at the desired testing center of the Bank for the purpose of testing. The Bank plans to use the testing environment throughout the period of the contract.

6.   The Bidder will be responsible for preparing detailed test cases including test data.

7.   The Bidder will assist the Bank in conducting all the tests and analyzing/comparing the results. Bidder shall provide adequate full time resources conversant in all business areas, for trouble-shooting and resolving defects during the entire UAT process.

8.   Any deviations/discrepancies/errors observed during the testing phase will be formally reported to the Bidder and the Bidder will have to resolve them immediately or within the UAT approach and guidelines formulated between the Bidder and the Bank. The resolution timelines will be completely aligned to the project timeline of this RFP.

9.   The Bidder will be responsible for maintaining appropriate program change control and version control for all the modifications/enhancements carried out during the implementation/testing phase.

10.   The Bidder will be responsible for providing and updating system & user documentation as per the modifications.

7.7.   Data Migration

This section describes the scope for Data Migration from the existing physical and electronic formats to the proposed integrated HRMS solution. The Bidder may quote for a one-time cost in the Appendix 02 – Bill of Materials for this activity. The overview of the tasks pertaining to data available in electronic format is as follows for the Bidder:

1.   Formulating the Data Migration strategy and process documentation
2.   Performing data mapping exercise between existing electronic data and proposed HRMS application
3.   Providing checkpoint reports to ensure thorough reconciliation of the data, while ensuring data integrity
4.   Developing Data Extraction tools (to extract data from existing standalone applications)
5.   Furnish the data in a format that can be loaded into the proposed HRMS application
6.   Perform the Data Upload activity
7.   Assist in performing checks to ensure data migration success (by providing comparator tools, etc.)
8.   Major Requirements
   a.   The Bank expects the Bidder to migrate the entire data pertaining to the employee accounts (from hire to retire for the time the data is available)
   b.   Bidder will be responsible for formulating the "Data Migration Strategy" and process documents.
   c.   Bidder will take not more than 15 working days from date of release of purchase order to prepare the "Data Migration Strategy" and process documents.
   d.   The Bidder has to provide the Data Extraction tool version of existing applications. If required the tool will be customized by Bidder to meet the Bank's specific needs.
   e.   Bidder will need to understand the file structure requirements of the existing applications. Bidder will have to provide facility in the tool to generate data files in the structure as required for upload to the new HRMS application.
   f.   Bidder will give the Bank adequate time to review and sign–off the Data Migration Strategy and process documents.
   g.   All comments and suggestions of the Bank must be incorporated in the Data Migration Strategy and process documents before obtaining sign–off.
   h.   Some data is available in electronic format while other is some available in physical forms (paper). Some of the raw data may be non-standardized and of improper quality with characters like *, /, etc. present in the content which needs to be cleaned and improved before upload to the proposed HRMS solution.

i. The Bidder will be responsible for successful data migration from the existing applications to the new HRMS application. It is Bidder's responsibility to perform the data mapping and extraction in whatever format the HRMS solution wants the data. The Bank will not bear any additional cost for data migration, nor will be responsible for the same.

j. Data will be extracted from existing systems & manually captured data files in the flat file/required file format. These flat files/required files will be validated and uploaded, the upload process will generate Exception, Error and Control reports to facilitate rectification of the data loaded.

k. Bidder may associate the Bank's personnel proficient in the legacy systems for assistance during the data migration exercise.

l. Identify areas of data mapping and suggest data requirements for the gaps identified.

m. In the event of any gaps in the field mapping reports, the same would be discussed with the Bank and the agreed solution would be documented by Bidder and signed off from the Bank at no additional cost to the Bank. Bidder would give the Bank adequate time for the review of the agreed solution and incorporate the modifications as suggested by the Bank, Bidder shall ensure that workarounds or default values moved to the production database (or final output files) as a result of gaps in the field mapping are duly taken care of after successful migration to new HRMS application and the Bank officials informed of the same in writing.

n. It is imperative that the data which is extracted from the source system be clean. This can be achieved by running exception/data integrity reports on the source system prior to data extraction. The branches should use these reports to rectify the invalid data.

o. It will be the responsibility of Bidder to ensure complete data cleaning and validation for all data being migrated from the existing systems to the new HRMS solution.

p. The data upload tool has standard reports for reconciliation of the migrated data. Similar reports will have to be developed on the source system to facilitate end-to-end reconciliation of the migrated data. The Bank may perform checks on migrated data and reconcile the control reports to ensure that the data migration is successful.

q. It will be the responsibility of Bidder to convey to the Bank, at least 60 days in advance from the date of migration, all the mandatory fields required for the functioning of the proposed applications that are not available in the existing applications and those that need to be obtained by the Bank.

r. In the event the Bank is unable to obtain all the mandatory fields as conveyed by the Bidder, the Bidder shall suggest the most suitable workaround to the Bank. Bidder shall document the suggested workaround and sign-off should be obtained from the Bank for the suggested workaround.

s. Bidder will be responsible for development of data entry programs/applications with appropriate validations/checks that may be required for the purpose of data migration in order to capture data available with/obtained by the Bank in non–electronic format. These programs/applications should be made available to the Bank at least 30 days in advance from the date of migration. Bidder will be responsible to install the data capture tool where required.

t. Bidder has to ensure that only experienced personnel who have past experience in data migration activities are deployed for data migration process. The personnel would need to be placed at Bank's location on full time basis. Bidder has to submit the data migration team profiles as per Appendix 13 – Project Team profiles.

u. Bidder will be responsible for uploading the data entered by the Bank through the manual data entry screens, programs/applications.

v. Bidder shall ensure that sufficient training is imparted to the data migration team of the Bank with regards to but not limited to data structure, field mapping requirements, field validations, default values and gaps in field mapping reports.

w.   Bidder shall develop the data conversion programs to convert Bank's data to required upload format. Bidder shall perform mock data migration tests to validate the conversion programs.

x.   Bidder will be responsible for assisting the Bank in conducting the acceptance testing and in verifying the completeness and accuracy of the data migrated from the legacy applications to the proposed HRMS system.

y.   The Bank or its consultants may, at its will, verify the test results provided by Bidder.

z.   The Bank reserves the right "to audit"/"appoint an external auditor to audit" the process of data migration and/or the completeness and accuracy of the data migrated during the entire exercise of data migrations. The Bidder has to facilitate audit at no additional cost to the Bank.

aa. Any gaps/discrepancy observed will be reported in writing to Bidder, who will act upon them and resolve the same immediately or within 5 working days from the day of reporting the same.

bb. Bidder will be responsible for obtaining the data from the head office for the purpose of migration.

cc. Bidder will be responsible to develop control reports for verification of the data both before and after migration.

dd. Bidder has to provide data comparator tools for the purpose of checking the source and target data for data migration success.

ee. Any deviations/discrepancies/errors observed during the testing phase will be formally reported to the Bidder and the Bidder will have to resolve them immediately.

9.   Data Migration Activity Timelines

a.   Bidder shall provide Data Migration services until the data is migrated successfully into the HRMS production environment and the Bank goes live on the integrated HRMS solutions.

b.   Bidder shall provide dedicated on-site support during the data migration exercise in the mock/staging environment.

7.8.   Training

1.   The Bidder will be responsible for training the Bank's employees in the areas of parameterization, implementation, migration, operations, management, error handling, system administration, etc. The training should at least cover the following areas:

- Functionality available in the solution
- Parameterization
- Impact analysis
- Advanced user training
- Techniques of generating various MIS/EIS reports
- Using of all the auditing tools being provided
- Developing new audit reports/tools in the proposed solution
- System and Application administration at branches
- Log analysis and monitoring

2.   The key trainings as per the RFP are mentioned below as well as in Appendix 02 – Bill of Materials where the Bidders have to quote for the complete cost for conducting the training for the Bank users

Sl. No.	Training Type	# of Days/ Weeks/Batch	Batches	Trainees / batch	Location
1	Executive Awareness	1 day	4	25	Bank premises
2	Core Team training	2 weeks	2	15	Bank premises

| 3 | Train the trainers | 2 weeks | 4 | 25 | Bank premises |
| 4 | Technical Users training | 2 weeks | 1 | 5 | Bank premises |

3. The training batches may be continuous or in staggered fashion
4. All trainings are to be conducted at bank premises. All costs with respect to bank employees will be borne by the Bank. All other costs to be borne by the bidder.
5. Training infrastructure such as training rooms, projectors, etc. will be provided by the bank. The bidder will be responsible for providing the trainers and any requisite training materials to the users.
6. The onus of preparing the training material will be on the Bidder.
7. The Bidder will be expected to deliver to the bank, one physical copy and one electronic copy of documentation for each of the deliverables and online context-sensitive help module included in the software to enable the Bank's personnel to use and understand the operations of the deliverables. The Bank may make additional copies of the Bank specific documentation for their internal use.
8. The Bidder has to ensure that there is online help available for each functional area within the integrated HRMS post go live of the application for every user of the Bank.

7.9. Phased Implementation

1. The Bidder is expected to implement integrated HRMS in a modular & phased manner.
2. The Bidder will be responsible for installing the applications with all the customizations.
3. The Bidder will set all the parameters in the application as accepted in the test environment.
4. The Bidder shall be responsible for accuracy of the parameters set according to the business needs of the Bank.
5. The Bidder will be responsible for migrating HRMS data as explained in Section 7.7 – Data Migration.
6. During the entire phased implementation the HRMS OEM should provide resources as part of the overall implementation team for the phased implementation.

7.10. Facilities Management

1. Services to be provided
   This section describes, but does not limit, the services required by the Bank for the Solution proposed as part of this RFP at the Data Centre, Disaster Recovery Site, Head Office, branches etc. The Bank intends that the contract which is contemplated herein with the Bidder shall cover all deliverables and services required to be procured or provided by the Bidder during such period of contract. The Bidder needs to consider and envisage all services that would be required in the maintenance of the facilities. FM for all purposes means an Annual Maintenance Contract (AMC), warranties, ATS (Annual Technical Support) for all applications and interfaces provided, quoted and developed by the Bidder and all other costs necessary and incidental for the maintenance and support of the infrastructure and equipment provided by the bidder
   a. The Bidder is expected to develop a methodology for conducting the FM for Bank based on the requirements. The personnel being deployed by the Bidder for FM at the Bank should be having relevant experience.
   b. The Facilities Management services would at least include:
      • Hardware Management (Servers, etc.)
      • System Administration

- Fixing any vulnerability
- Software Distribution
- Software License Management
- Software maintenance
- Updates/Upgrades/New releases/New versions
- Database Administration activities for Database
- Operations Management
- Warranty

    c. The Bidder shall provide a detailed bill of material and methodology for providing each of the above service at each of the locations, respectively.

    d. The Bidder will be solely responsible for providing and maintaining all services as mentioned above for all third party support applications quoted by the Bidder as a part of their proposal.

2. Restore to Service – Provide standard maintenance services including
    a. Diagnostics and troubleshooting
    b. System & component maintenance
    c. Configuration changes, tracking, and documentation
    d. Upgrade / Enhancement
    e. The maintenance for the services would be for the applications, databases, and servers, and other infrastructure provided by the Bidder under this RFP.

3. Scope of Services
    a. Hardware Management
- The Bidder shall provide services relating to maintenance and support to server hardware and other infrastructure supplied for the entire contract period.
- The Bidder shall provide compatible platform hardware (e.g., processor, memory, etc.) and system software (e.g., operating system, database, middleware, etc.)
- The Bidder shall provide services, which include requirement analysis, testing, verification, and installation, problem identification, root cause analysis and problem resolution.
- The Bidder agrees that services provided include implementation and maintenance of the server and other infrastructure as well as installation of the licensed software and other software used by the solutions quoted by the Bidder.
- The Bidder shall provide for maintenance of Hardware, including preventive Hardware support, as well as repair and / or replacement activity after a problem has occurred, Firmware upgrade, Warranty service management, including coordination and Vendor management.
- If the Hardware supplied by the Bidder is to be replaced permanently the Bidder shall replace the equipment of same Make/ Model/configuration or of higher configuration. However, the Bank may accept different make/model/ configuration at its discretion if the original make/model/ configurations are not available in the market due to obsolescence or technological up gradation, stoppage of the production of the same make/model/ configuration by the MANUFACTURER or cessation / winding up of the Company. The price benefit if any gained in the process by the Bidder, is agreed by the Bidder to be passed on to the Bank.
- Bidder shall provide Hardware maintenance services including preventive maintenance (e.g., running standard diagnostics, machine cleaning, checking cables and ports), corrective

maintenance to remedy a problem, and scheduled maintenance required to maintain the Hardware in accordance with manufacturers' specifications and warranties.

- Bidder shall co-ordinate warranty repair or replacement service for the Hardware and process warranty claims, as applicable.
- Bidder shall provide support and assistance, as required, to isolate complex operational and software problems.
- The Bidder shall provide all maintenance services in accordance with the Service Levels given in Section 8 – Service Level agreement.
- The Bank will not be liable to pay any additional amounts in respect of any sort of maintenance required during the tenure of the contract.

b. System Administration: Provide for system administration services. Examples of these services are:

- Client account maintenance - Creating users, groups, creating user accounts, deleting user accounts, modifying user accounts, etc. on the system;
- File/system/application access management - Maintaining file and directory permissions on OS and application access management like creating user accounts at application level, assigning application access, setting application passwords, user lockout, etc.;
- Performance optimization and reporting - Process and Memory Management, monitoring CPU performance, monitoring Memory performance, monitoring Input/output performance, monitoring Ethernet traffic, etc.;
- Error detection and correction;
- Troubleshooting and client support

c. Software Maintenance

- Types of service include requirement analysis, assisting the Bank in software product acquisition for testing, verification, and installation of Bidder supported software, in accordance with bug fixes, emergency changes and program changes initiated by the users.
- Prior to delivering any software to the Bank, the Bidder will be required to test the software and the media on which it is to be delivered with a current version of a leading anti-virus application in efforts to detect, and if so detected, to eliminate, any "viruses" or "worms" designed to damage, disrupt, disable, harm, or otherwise impede in any manner, the orderly operation of the software.
- The Bidder shall also ensure that the software does not and shall not contain any computer code or any other procedures, routines or mechanisms to:
  o disrupt, disable, harm or impair in any way the software (or other applications installed on the system the software is installed or interacts with) orderly operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral (sometimes referred to as "time bombs", "time locks", or "drop dead" devices);
  o cause the software to damage or corrupt any of the Banks' or its clients' data, storage media, programs, equipment or communications, or otherwise interfere with the Banks operations, or
  o permit the Bidder and/or its personnel and/or its licensors and/or any other third party, to access the software (or any other software or Banks computer systems) to cause such disruption, disablement, harm, impairment, damage or corruption (sometimes referred to as "traps", "access codes" or "trap door" devices).

d. Software Maintenance & Support Services during Warranty and AMC:

- The Software Maintenance and Support Services contemplated herein shall be provided for all Licensed Software implemented by the Bidder.
- The Bidder shall provide remote trouble shooting / customer support mechanism from any single location like Head office of the Bank or through Web based methodology.
- The Maintenance and Support Services will cover:
  o All product upgrades, modifications, enhancements that have to be provided to the Bank free of charge.
  o Enhancements would include changes in the software due to Statutory and Regulatory changes and changes required due to changes in industry and other Banking practices in India. It will also include all the functionalities mentioned in Appendix 01 - Functional Specifications.
  o Modifications would include minor changes, bug fixes, error resolutions and minor enhancements that are incidental to proper and complete working of the application.
  o Upgrades would include product releases made by the Bidder or OEM to incorporate changes, consolidating all bug fixes, consolidating all enhancement requests made by the Bank.
  o No customization and subsequent implementation charges will be payable by the Bank for enhancements, modifications and upgrades.
  o The Bidder agrees that any future upgrades, modifications or enhancements shall not affect the current working of the licensed software and all current functionality shall be migrated to the new / enhanced version.
  o The Bidder shall implement the new/enhanced version and that the Bank will bear no cost for migrating the existing functionality to the new / enhanced version.
  o The Bidder shall have the responsibility to ensure that the designated OEM undertakes to perform all obligations with respect to the project and all other software contemplated in the Solution, upon the same terms and conditions as agreed to by the Bidder in the event that
    ▪ OEM is unable to perform its obligations,
    ▪ OEM refuses to perform its obligations,
    ▪ Expiry of the agreement and
    ▪ Termination of agreement, with respect to the project for any reason whatsoever.
    ▪ The Bidder acknowledges that the rights mentioned herein are without prejudice to the rights and the remedies (under law or equity) that the Bank may have against the Bidder.
  o The Bidder shall apply regular patches to the licensed software including the operating system, databases and other applications as released by the Original Equipment Manufacturers ("OEM's"), for which the Bank will bear no additional costs. The Bidder agrees that the functioning of the HRMS solution of the Bank will not be affected adversely as a result of any new releases, enhancements, patches, etc.
  o The Bidder agrees at all times to meet the service levels as specified in this tender document
  o The Bidder shall maintain the entire IT infrastructure for all the components implemented under this tender and subsequent agreement as well.

- o User support in case of technical difficulties in use of the software, answering procedural questions, providing recovery and backup information, and any other requirement that may be incidental/ancillary to the above
- o Prompt receipt, analysis and reporting of reported deficiencies in the operation of the software and supply of information and advice on such deficiencies
- o Installing/commissioning the software at the designated locations/changed designated location at no additional cost or fees or expenses to the Bank.
- o Installing/commissioning the upgrades / new versions/ new releases of software at the designated locations/changed designated location at no additional cost or fees or expenses to the Bank.
- o The requirements that are finalized with the Bank post the gap assessment phase and included in the business requirements document, will need to be provided by the Bank at no additional cost to the Bank.
- o Providing remedial support in case the software media is virus-infected at no additional cost or fees or expenses to the Bank;
- o Unscheduled, on call, corrective and remedial maintenance and support services
- o Providing "enhancements"
- o Providing changes to the licensed software, which are of software fine-tuning in nature
- o Program Errors Correction
- o The Bidder shall use its best efforts in remedying any program error. All Program Errors shall be reported in accordance with the procedure prescribed in respect thereof and shall be accompanied by sufficient information including the input data that generated the program error so as to enable the Bidder to reproduce and verify the reported program error. On receipt of request together with all such information and data the Bidder shall use all-out efforts, consistent with the severity of the program error, to remedy such program error which is within the purview of the system logic, that it has been able to reproduce and verify. Such remedies may include providing instructions to the Bank to cure the program error or delivering updates at no additional cost.
- o The Bidder warrants that any or all program errors that are reported will be remedied.
- o In the event, the Bidder determines that the error reported/ problem notified in the support request in not a Program Error, it shall advise the Bank whether it can correct or assist in resolving such error/problem on a best effort basis.

e. Updates / Upgrades / New Releases / New Versions
- The Bidder/OEM from time to time has to release Updates/Upgrades/New releases/New versions and notify the Bank about the same.
- The Bidder/OEM agrees that all such Updates/Upgrades/New releases/New versions, as and when released during the term of warranty or ATS/AMC shall be provided to the Bank at no additional cost or fees or expenses including implementation cost during the contract period. If the software update/patch/upgrade requires additional resources to the used by the bidder at a later point, during the period of contract, either of his own or the OEM, the cost of the same will be borne by the bidder.
- Any costs incurred to upgrade the hardware to maintain the performance of the HRMS solution during the period of the contract will be borne by the bidder.

f. Enhancements
- All requests for Enhancements that may be required for any reason by the Bank shall be made in accordance with the procedures to be established by the Bank in this regard.
- Any service provided by the Bidder, which is within the purview of the Software Maintenance and Support Services contemplated herein shall be at no additional cost or fees or expenses to the Bank.
- The Bidder shall rectify any corruption in the application software or media at no extra cost to the Bank.
- The Bidder shall ensure 'nil' downtime of licensed software, prompt execution of customization and enhancement requirements, version control mechanism and also to develop smooth upgrades and version changes, ongoing training, user group meetings and feedback mechanism.
- The Bidder agrees that licensed software support will include update, upgrade, technical guidance on usage of features and functionality, problem solving and troubleshooting including troubleshooting and operational errors/bug fixation, rectification of bugs, enabling features of the licensed software already provided exclusive of new software licenses, providing additional user controlled reports, enabling parameterized features, future product information, migration path details and consultancy.
- The Bidder agrees that the support will be rendered in person in the normal course and in emergencies, support will be extended through telephone, fax, and email and that such instances should be an exception

g. Software Support
- The Bidder shall provide complete technical support for software problems (all licensed software provided by the Bidder as a part of this tender or maintained by the Bidder as a part of this tender) and or questions, defect and non-defect related to Bank office automation products, systems and licensed applications.
- The Bidder shall provide licensed software support including but not limited to problem tracking, problem source identification, problem impact (severity) determination, bypass and recovery support, problem resolution, management reporting and trend analysis and interfacing with other suppliers (as required) on behalf of the Bank.
- Bidder shall respond to the initial service desk request from the Bank within agreed service levels.
- Bidder shall log any reported incident, identify it as defect or non-defect related, and tracks it till resolution. For all incidents, the Bidder will ask the Bank to assign a severity rank and handle it according to Service Levels given in Section 8 - Service Level Agreement.
- For a defect related problem, depending on the Software, Bidder shall either:
  o Issue defect correction information, a restriction, or a bypass (provided the problem can be reproduced in that Software's specified operating environment), or
  o During resolution of a reported problem, Bidder shall provide the Bank with periodic status updates and also provide the Bank with a (monthly/weekly) report detailing the disposition of each reported problem, and other contents as desired by the Bank
  o The Bidder shall provide reasonable effort using available resources to assist the End Users at the Bank with Non-Standard Software support for problem determination and resolution

- In the event of any dispute and or the commencement of arbitration proceedings the Vendor shall continue all facilities management services.

h. Application Management

The Bidder should be able to provide Application Management services to manage software applications of the Bank. Deliverables for Application support should include:

- Performance Monitoring & Management of application.
- Installation & configuration of application
- Availability installation & configuration
- Application Patch management and version control.
- Capacity Management.
- Deployment of objects in Application server.
- Up gradation & migration
- Trouble shooting Application server product related issues
- Troubleshooting Patch Management.
- Start, stop, and manage Application Server services.
- Configure and manage Application Web server.
- Configure and manage HTTP/HTTPS
- Configure & use monitoring tools provided for Application Server.
- Un-installation
- Performance management.
- Vendor management (Logging a call with product Vendor)
- Version migration, testing and implementation
- File Level Backup for Application Server
- Backup & restoration management of application server.
- Portal/content management.
- User management
- Support to known errors and problems
- Monitor web / Application server availability
- Monitor alert notifications, checking for impending problems, triggering appropriate actions.

Bidder is expected to provide relevant reports for the previous month in the 1st week of every month and same needs to be jointly reviewed by Bidder and Bank in next 3 working days. The reports should be benchmarked against the Service Levels defined in Service Level Agreement, and penalty should be calculated based on the level of deviation from Service levels defined. The Bidder is required to submit the list of reports to track performance on service levels for all managed services under scope of this tender.

i. Patch Management : Patch management services will include but not limited to the following
- Rollout planning.
- Obtain Sign-off for Patch release implementation.
- Communication, preparation and training to the team for Patch implementation.
- Storage of controlled software in both centralized and distributed systems.
- Patch Release, distribution and installation

- Compliance & Adherence to Security Control Points as communicated by Bank.
- Log history of patches applied is required to be maintained.
- Firmware updates

j. Warranty

- The products & services offered must include comprehensive on-site warranty as provided by the OEM Vendor from the date of installation and acceptance of the solution by the Bank including all software, hardware, parts, media, patches, updates and licenses. The Warranty will commence from the date of acceptance.
- Bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all hardware, equipment, accessories etc. covered by the tender. Bidder must warrant all hardware, equipment, accessories, spare parts etc. against any manufacturing defects during the warranty period.
- During the warranty period Bidder shall maintain the systems and repair / replace at the installed site, at no charge to the Bank, all defective components that are brought to the Vendor's notice.
- Warranty should not become void, if Bank buys, any other supplemental hardware from a third party and installs it within these machines under intimation to the Bidder. However, the warranty will not apply to such supplemental hardware items installed.
- In the event of system breakdown or failures at any stage, protection available shall be specified which would include the following:
  - o Diagnostic for identification
  - o Protection of data entered
  - o Recovery / restart facilities
  - o Backup facilities
  - o The Bidder shall carry out Preventive Maintenance (PM), including cleaning of interior and exterior, of all hardware and testing for virus, if any, once in a calendar quarter and should maintain proper records at each site for such PM. Failure to carry out such PM will be a breach of warranty and the warranty period will be extended by the period of delay in PM.
  - o For implementing different versions of Application Software, if adjustments / change in the configuration are to be made in base memory the same should be carried out by the Vendor as a part of warranty.
  - o If the Operating System or additional copies of Operating System are required to be installed / reinstalled / de-installed, the same should be done at no additional cost during the period of contract. The Bidder shall provide or develop with the assistance of Bank
    - ▪ Technical Standards;
    - ▪ Security Requirements;
    - ▪ Operating Procedures;
    - ▪ Recovery Procedures;
    - ▪ Perform an inventory of warranties and licenses in place as of the Start Date.
- The Bidder shall ensure that the warranty complies with the agreed Technical Standards, Security Requirements, Operating Procedures, and Recovery Procedures

- The Bidder shall develop and maintain an inventory database to include the registered hardware warranties and software licenses existing as of the Start Date, and the warranties and licenses for hardware and software:
  - o Procured through the Bidder, or
  - o Procured by the Bank with notification to the Bidder for inclusion in such data base
- The Bidder shall perform warranty and license registration, if any, with the appropriate manufacturer, for hardware and software:
  - o Procured through the Bidder, or
  - o Procured by the Bank with notification to the Bidder for inclusion in such data base
- Bidder shall monitor warranties to check adherence to preventive and repair maintenance terms and conditions
- Bidder shall provide the Bank with access to Asset control information
- Bidder shall provide to the Bank, as reasonably requested, reports that aid the Bank in performing asset management and financial management functions of the Bank as these relate to hardware leases and warranties and software licenses
- Bidder shall maintain data regarding entitlement for software upgrades, enhancements, refreshes, replacements and maintenance; and
- Bidder shall provide technical information as reasonably requested by the Bank for preparation and implementation of budgets and cost benefit analysis.
- As far as possible, the equipment should be repaired at site. Where the equipment is taken for repairs outside the Bank, a substitute should be provided and data, if any, should be transferred to the substitute machine besides creating back-up in one of the system's at the Bank's office and the data in the machine should be got deleted and hard disk should be degaussed.

k. Mean time between failures (MTBF)
- If during warranty period, any equipment has a hardware failure on four or more occasions in a period of less than three months or six times in a period of less than twelve months, it shall be replaced by equivalent or higher-level new equipment by the Bidder at no cost to the Bank. However, if the new equipment supplied is priced lower than the price at which the original item was supplied, the differential cost should be refunded to the Bank.
- For any delay in making available the replacement and repaired equipment's for inspection, delivery of equipment's or for commissioning of the systems or for acceptance tests / checks on per site basis, Bank reserves the right to charge a penalty and the Bidder agrees that the rate of penalty would be as per section 8 – Service Level Agreement of this document.

l. Obligations of the Bidder
In the course of rendering the aforesaid Software Maintenance & Support services, Bidder shall be responsible for the following:
- The Bidder shall render both on-site and off-site maintenance and support services to the Bank. The Bidder shall provide troubleshooting / customer support mechanism. The Software Maintenance and Support Services shall be provided by the Bidder from the Bank's premises.
- Bidder shall assign personnel of appropriate qualifications and experience to perform the services in order to fulfill its obligations.

- Bidder shall designate one of its personnel as the Project Manager, to interact with the Designated Customer Support Contact from the Bank for the purposes of getting approvals, progress report, discussing and resolving issues, arranging meetings, etc.
- Bidder shall exercise requisite control and supervision over its personnel in the course of rendering the services and make best efforts to ensure that the services are rendered in a continuous and uninterrupted manner.
- Though Bidder has the right to withdraw its personnel, Bidder will replace the persons with other personnel having appropriate experience and skills at no extra cost to the Bank.
- In the event that any person engaged/deputed/deployed for rendering services, is, either;
    - No longer available by reason of resignation or termination or the like; or,
    - Unable to render satisfactory services; or,
    - Not acceptable to the Bank by reason of any misconduct or non-performance on the part of such person, then

Bidder will use all reasonable endeavors to replace such individual(s) promptly by other sufficiently skilled, qualified, and experienced person(s) at no extra cost to the Bank. Bidder will in the discharge of its obligations use all reasonable endeavors to minimize changes in personnel.

- Bidder will respect the confidentiality of all information given to it by the Bank and will not divulge such information to any third party or other units without the consent of the Bank.
- Bidder shall impart to the authorized employees of the Bank, additional technical and/or user training in respect of any corrected licensed software provided, if required by the Bank.
- The Bidder shall promptly install/implement the corrected licensed software and/or maintenance releases provided at the Designated Location(s) of the Bank at no additional cost or fees or expenses.
- The Bidder shall undertake regular preventive maintenance of the licensed software.
- All bug fixations / modifications / enhancements relating to the licensed software shall be done by the Bidder in a time bound manner as per the SLA. The Bidder shall adopt a common, smooth, timely and effective and satisfactory bug/enhancement handling mechanism. The Bidder agrees that the errors resulting from the licensed software shall not be attributed to alleged misuse, improper use, alteration or damage by users. The Bidder shall compensate the Bank such financial loss suffered by the Bank if the Bidder fails to fix bugs, provide the modifications / enhancements / customization as required by the Bank as per the terms and conditions of this tender and to meet the services level agreements as will be entered into by the Bidder with the Bank.

m. Help Desk
- The bank wishes to have one integrated help desk for internal bank employees and ex-employees.
- The bidder will be required to provide one resource for level 1 helpdesk at the bank premises in Pune during the normal working hours and days at the bank. The helpdesk will be required for 3 months post go-live of Phase 1 and for 3 months post go-live of Phase 2 with a provision to extend by another 3 months at bank's discretion after each go-live. Any cost beyond 3 months will be paid by the bank on a pro-rata basis.
- The bank requires the Bidder to establish and maintain a helpdesk to service, track and route requests for service and to assist end users in answering questions and resolving problems

related to the HRMS covering basic functionality, hardware for all the Bank's branches, employees and retirees.

- The helpdesk shall be the Single Point of Contact (SPOC) for all users of the Bank. It should be central contact point for service staff, and control of the problem, change, and service management processes. This includes both incident management and service request management.
- The Bank will provide the necessary seating space, furnishing, electrical connections for the same along with PCs, PSTN telephones with STD facility, fax machines etc.
- The helpdesk should act as a single point of contact for all users whether for service requests, incidents or problems. For all the Banks IT services, the Bidder shall provide the following integrated user support and help.
- At a minimum these services shall include
    - Establishing help desk as Single Point of Contact for all services
    - Providing telephonic and / or electronic mechanisms for problem reporting requests for service, and status updates
    - Tracking of problems from initial call to restoration of service
    - Notifying the problem status and resolution status to the users
    - Monitoring systems to proactively determine, diagnose, and resolve problems

- The Bidder shall provide efficient and prompt solutions to operational problems of end users concerning the application systems and IT infrastructure.

7.11. Performance Benchmarking

1. In order to ensure that the Bidder sizes the hardware according to the requirements of the RFP as well as to avoid any unforeseen downtime during normal and peak use the Bidder has to provision for conducting a performance benchmark of the HRMS application.
2. It is mandatory for the Bidder to perform the benchmark for the purpose of this project, incorporating the proposed technology architecture for the HRMS application. The Bidder will have to do a benchmark on the hardware and software proposed for the HRMS solution.
3. Benchmark needs to be validated & reported by reputed independent third party who has similar experience of reporting performance benchmark.
4. The Bidder will have to perform the benchmark at the benchmarking center in India as identified by the Bidder in the presence of Bank employees and its appointed representatives. The objective of this exercise is to demonstrate that the proposed hardware meets the terminal year sizing and provides the required service levels, user concurrency mentioned in Section 5 – About the Bank.
5. This benchmark should be carried out on the proposed hardware with the proposed version of the operating system, proposed version of the database system and the proposed version of the application system. The benchmarking exercise should be carried out in parallel to UAT 2 and successfully completed and certified 2 weeks prior to the date of go-live for each phase.
6. The Bidder should factor all the necessary costs in the Appendix 02 – Bill of Materials for the benchmark, including the travel, lodging, meals for the Bank personnel and its representatives.

7.12. Independent testing agency

1. It is mandatory for the System Integrator to propose an external third party testing agency for conducting the functional testing of the integrated HRMS solution. This agency has to be reputed and

should have experience of having performed functional testing. The Bank will have the discretion to engage this agency during the implementation stages. The cost of this testing agency must be a part of total TCO but payable only if the bank wishes to engage the agency.

2. Based on the contents of the RFP, the testing agency shall be required to independently arrive at Test Methodology, based on a standard which is suitable for the Bank. The Bank expressly stipulates the testing requirements under this RFP is on the express understanding that this RFP contains only the principal provisions for the entire assignment and that delivery of the deliverables and the services in connection therewith are only a part of the assignment.

3. The testing agency shall be required to undertake to perform all such tasks, render requisite services and make available such resources as may be required for the successful completion of the entire assignment at no additional cost to the Bank. The SI/testing agency will be responsible for the following:

- Development of suitable testing methodology/testing strategy document
- Development of test cases
- Development of test calendars
- Development of entry and exit criteria for the testing.
- Development of detailed test scripts.
- Train the Bank's team in test script development and testing methodology.
- Test the application software's for functionality, operational convenience, security and controls. This will also include the positive and negative cases for each type.
- Testing will be done on LAN as well as WAN environment including HO, ZO and Branches (10 - mix of leased lines, VSAT etc.) as desired by Bank.
- Record the test results against the test cases tested.
- The testing should also ensure conformity to:
  - Tender Document Floated by the Bank (Functional Specifications) and addenda thereafter, if any
  - Functional Requirement Specifications Manual.
  - Bank's existing products and processes.
  - Product Demonstration cases prepared by the Bank.
  - Gaps pointed out by Solution vendors
  - Interface testing
  - Existing test standards
- Point out gaps, errors, bugs during testing
- Document the gaps, errors and bugs observed during testing
- Maintain a track of errors, bugs and customization request and their resolution
- Explain the bugs, errors and gaps to the Bank and application vendors.
- Re-test the gaps, errors and bugs after rectification
- Assist in Sign – off on the customization
- Assist in Sign – off on the user acceptance test.
- Submit all documents on methodology, strategy, test cases, test documentation, customization requests, solution etc. to the Bank.
- Conduct unit testing, integration testing of the entire functionality of the solution.

8.   Service Level Agreement

8.1.   System Availability

System availability is defined as

$$\textbf{System availability} = \{(\textbf{Scheduled operation time} – \textbf{system downtime}) / (\textbf{Scheduled operation time})\} * 100\%$$

where

"Scheduled operation time" means the scheduled operating hours of the System for the month. All planned downtime on the system would be deducted from the total operation time for the month to give the scheduled operation time.

"System downtime" subject to the SLA, means accumulated time during which the System is not available to the Bank's users or customers due to in-scope system or infrastructure failure, and measured from the time the Bank and/or its customers log a call with the Bidder help desk of the failure or the failure is known to the Bidder from the availability measurement tools to the time when the System is returned to proper operation. Any denial of service to the Bank users and Bank customers would also account as "System downtime"

1.   The system should be available 24 x 7 x 365 days.
2.   Uptime will be computed based on availability of the applications to the Bank's users irrespective of availability of servers either individual servers/clusters.
3.   Response may be telephonic or onsite. In case the issue cannot be resolved telephonically, the Bidder will need to provide onsite assistance within response resolution window.
4.   Service Levels should be complied with irrespective of the customizations that the applications would undergo during the tenor of the Contract.
5.   Typical Resolution time will be applicable if systems are not available to the Bank's users and customers and there is a denial of service.

8.2. Level Classifications

LEVEL	Type of Infrastructure	Function / Technology	Typical Resolution Time
I. Critical	**Criteria**	a. No user can access the integrated HRMS and environmental infrastructure system or; b. Any problem due to which 100 or more users cannot access the integrated HRMS systems	• During business hours - Within 45 minutes • Non - business hours - Within 2 hours or earlier as per business hours if business hours begin
	Business Infrastructure	a. Servers and underlying infrastructure/hardware at DC for applications such as: o All modules of Integrated HRMS Solution	
II. Key	**Criteria**	a. Any problem due to which 10 to 99 users cannot access the integrated HRMS systems or; b. Any incident which is classified as "Critical" for which an acceptable (by Bank) workaround has been provided	• During business hours - Within 90 minutes • Non business hours - Within 4 hours or earlier as per business hours if business hours begin
	Business Infrastructure	b. Servers and underlying infrastructure/hardware at DRC for applications such as: o All modules of Integrated HRMS Solution	
III. Significant	**Criteria**	a. All other residuary business infrastructure not defined in "Critical" and "Key"; b. Any incident which is classified as "Key" for which a acceptable (by Bank) workaround has been provided or; c. Any problem due to which 1 to 9 users cannot access the integrated HRMS systems or	• During business hours - Within 4 hours. • During Non-business hours the resolution should be within 6 hours of the next working day.
	Business Infrastructure	a. Any other infrastructure not covered in "critical" and "key"	

Note: The resolution time is not considered as uptime. The penalties during the maximum resolution time will be as applicable in the table above and for the time beyond the "maximum resolution time" the penalty will be twice the applicable penalty.

8.3. Service Levels

1. Service Levels will include Availability measurements & Performance parameters.
2. The Bidder shall provide Availability Report on monthly basis and a review shall be conducted based on this report. A monthly report shall be provided to the Bank at the end of every month containing the summary of all incidents reported and associated Bidder performance measurement for that period.

3. Performance measurements would be accessed through audits or reports, as appropriate to be provided by the Bidder e.g. utilization reports, response time measurements reports, etc. The tools to perform the audit will need to be provided by the Bidder. Audits will normally be done on regular basis or as required by Bank and will be performed by Bank or Bank appointed third party agencies.

4. 'Cost Reference' that is mentioned is cost for the referenced item for the complete tenor of the Contract.

8.4.   Availability measurements

Level	Type of Infrastructure	Measurement	Minimum Service Level	Cost Reference
Critical	Business Infrastructure & Systems	Availability of Critical Business Infrastructure Elements & Systems.	99.99%	Software Applications, Hardware, Database, Facility Management AMC, ATS, Helpdesk
Key	Business Infrastructure & Systems	Availability of Key Business Infrastructure Elements & Systems	95%	Software Applications, Hardware, Database, Facility Management AMC, ATS, Helpdesk
Significant	Business Infrastructure & Systems	Percentage Availability of Significant Business Infrastructure Elements & Systems of incidents completed within defined resolution criteria	90%	Software Applications, Hardware, Database, Facility Management AMC, ATS, Helpdesk

8.5.   Performance Measurements

Parameter	Measurement	Minimum Service Level	Measurement Tools	Cost Reference
System Response Time	End to end response time should be < 5 second (end user to HRMS application and back)	99%	Bank will measure this through periodic audits based on logs to be provided by Bidder	Software Applications, Hardware, Database, Facility Management AMC/ATS
Normal System Concurrency	Support 15% concurrent users in the HRMS solution during normal working hours	99%	Bank will measure this through periodic audits based on logs to be provided by Bidder	Software Application for Internet, Hardware costs for Internet, AMC/ATS
Peak System Concurrency	Support 25% concurrent users in the HRMS solution during peak working hours especially during month ends when pay slips are generated, performance appraisal submission and access, etc.	99%	Bank will measure this through periodic audits based on logs to be provided by Bidder	Software Application for Internet, Hardware costs for Internet, AMC/ATS
Hardware Utilization	Hardware average daily utilization levels should be less than 70%. (CPU, Memory, Cache, Hard Disk, NIC cards)	99%	Bank will measure this through periodic audits based on logs to be provided by Bidder	Hardware Costs, Facility Management AMC/ATS
Reporting	Support 1000 standard reports generation per hour and 20 ad hoc reports generation per hour	99%	Bank will measure this through periodic audits based on logs to be provided by Bidder	Hardware Costs, Facility Management AMC/ATS
Disaster Recovery Site Availability	Business operations to resume from Disaster Recovery Site within 120 minutes of the Data Centre failing. The RPO required is 15 min and RTO required is 120 min.	100%	Bank will measure this through periodic audits based on logs to be provided by Bidder	Hardware Costs, Facility Management AMC/ATS
Down time for servicing	Each planned down - time for application, database and operating system servicing (up gradation, bug fixing, patch uploads, regular maintenance etc.) will not be more than 4 hours. This activity will not be carried out during business hours. However, such activities which require more than 4 hours or required to be carried out during business hours will be scheduled in consultation with the Bank. In	98%	Bank will measure this through periodic audits based on logs to be provided by Bidder	Facility Management

Parameter	Measurement	Minimum Service Level	Measurement Tools	Cost Reference
	case the downtime exceeds the planned hours the additional time taken for servicing will be considered for infrastructure or system downtime as per availability measurements table.			
Software Service Requests	Percentage of Software Service Requests concluded (patches, bug fixes, errors) within defined response-resolution window.	98%	Bank will measure this through periodic audits based on logs to be provided by Bidder	Facility Management AMC/ATS

8.6.   Application Implementation

Service Level Description	Measurement	Minimum Service Level	Measurement Tools	Cost Reference
Gap/Bugs/Defects resolution	All gaps/bugs/defects observed in the functional specifications, current system study, training, business process re-engineering, parameterization, testing and Launch implementation shall be resolved within defined and mutually agreed time frames.	99%	Manually Tracked during the testing	Software Applications, Customization, Implementation
Gap/Bugs/Defects reporting	The Bidder shall ensure that all bugs reported by the users / testing team will be duly logged and assigned a unique ID for reference purposes.	100%	Manually Tracked during the testing	Implementation
Critical Gaps/Bus/Defects/Showstoppers	The Bidder shall ensure that all bugs reported by the users/ testing team will be resolved within 2 hour from reporting.	100%	Manually Tracked during the testing	Implementation
Gap/Bugs/Defects resolution	The Bidder shall ensure that all bugs reported by the users / testing team will be duly resolved maximum within 3 calendar days or as per the UAT approach agreed between Bank and Bidder.	99%	Manually Tracked during the testing	Implementation, Software Applications, Customization,
Modification / Enhancements resolution	The Bidder shall ensure that all modifications, enhancements reported by the bank will be duly sized, agreed with the bank and resolved as per the agreed timeframes	99%	Manually Tracked during the testing	Implementation, Software Applications, Customization,
Interface identification and development	The Bidder will identify and develop interfaces to the existing / proposed systems so as to meet the functional requirements of the Bank as per the RFP.	100%	Manually Tracked	Implementation, Customization, Software Applications

8.7.   Liquidated damages for SLA defaults

1. Availability Service Level will be measured on a monthly basis.
2. The Bidder's performance to Availability Service Levels will be assessed against Minimum Service Level requirements for each criterion mentioned in the Availability measurement table under section 8.4 – Availability measurements
3. An Availability Service Level Default will occur when bidder fails to meet Minimum Service Levels, as measured on a monthly basis, for a particular Service Level.

8.8.   Availability Service Credit Computation

In the event of an Availability Service Level Default, the Bidder shall pay the Bank an Availability Service Credit that will be computed in accordance with the following formula:

Monthly Service Level Default = Minimum Service Level – Monthly Actual Service Level

Availability Service Credit = Monthly Service level default * (Summation of Cost References)

In the event that an Availability Service Level Default has occurred for more than one service level requirement, the sum of the corresponding Availability Service Credits shall be credited to the Bank

The Bidder shall review with the Bank, on a monthly basis from the start of Contract Execution, any entitlement of the Bank to an Availability Service Credit.

The total amount of Availability Service Credit that the Bidder is obligated to pay the Bank shall be reflected on the invoice provided to the Bank in the quarter after the quarter in which the Service Levels were assessed. The Bank shall be entitled to deduct the Availability Service Credit amount from the amounts payable by the Bank to the Bidder as per the invoice.

Example 1

Assume for a particular service level requirement (e.g. Availability of Key Business Infrastructure Elements), the minimum service level is 99.5%

During a Service Assessment period; the service level of 96.5% is achieved:

Software Application	~	Rs. 5 crores
Hardware	~	Rs. 3 crores
Database	~	Rs. 2 crores
Facility Management	~	Rs. 15 crores
Total Cost of Product and Services	~	Rs. 25 crores

The Availability Service Credit due to the Bank would be computed as follows:

Q1 Minimum Service Level

Monthly Service Level Default   = M1 = 99.95 - 96.5 = 3.45

Availability Service Credit for M1   = 3.45% * (5 crores+ 3 crores+ 2 crores+ 15 crores)

= Rs 86,25,000

9.   Project Timelines

9.1.   Effort Distribution

The Bank has envisaged the following effort distribution for the bidder for the project.
System Integrator   - 70%
OEM   - 15%
Subject Matter Expert - 15%

It is up to the bidder to prepare the project plan ensuring the above breakup of efforts is adhered to.

9.2.   Hardware Delivery and Implementation at the DC and DRC

All IT infrastructures should be delivered within 6 weeks from issuance of the purchase order to the selected Bidder. All the commissioning must complete within 8 weeks from the date of issuance of Purchase Order.

9.3.   Phased Implementation & rollout of HRMS solution:

1.   Phase 1:

During Phase 1, the Bidder would need to complete the implementation and go live of the integrated HRMS covering all functionalities of the Bank as per Appendix 01 – Functional Specifications for the respective modules:

The main HRMS modules envisaged are

- Employee record management
- Training and Development
- Transfers & Promotions
- Payroll
- Leave management
- Staff reimbursements and welfare
- Employee &Managers self-service in English & Hindi
- MIS
- Performance Appraisal
- Helpdesk

The Bidder would need to automate and make live these modules for the entire employees of the Bank within 6 Months from the date of issuance of PO to the selected bidder by the Bank.

2.   Phase 2:

The Bidder would need to complete the implementation and go live of the integrated HRMS covering all functionalities of the Bank as per Appendix 01 – Functional Specifications for the respective modules:

The remaining HRMS solution modules envisaged are

- Manpower planning
- Recruitment
- Terminal benefits and separations
- IR and DAC
- Personnel Administration
- India specific Legal Requirement, Roster Management, Disciplinary Action etc
- HR Analytics

- Helpdesk

In addition to this, the Bidder would need to make the HRMS Mobile Application go live for the integrated HRMS covering all functionalities of the Bank as per the sheet Mobile Application in Appendix 01 – Functional Specifications.

The functionalities for mobile application envisaged are

- Transfers & Promotions
- Payroll
- Staff reimbursements and welfare
- Leave management
- HR Team Administration

The Bidder would need to automate and make live these modules for the entire employees of the Bank within 4 Months from the date of Phase 1 go-live.

9.4.   UAT

For the implementation phase to be complete all the testing, regression testing should be completed. It will be the Bidder's responsibility to create the testing environment for the Banks employees to do the testing and the Bidder will be required to assist the Bank in the entire testing phase.

9.5.   Interface building

All interfaces as mentioned should be developed and successfully implemented as specified in this RFP section

9.6.   Facilities Management

The Bank expects the Bidder to provide all the services mentioned in this document the day the first module of the HRMS solution is successfully implemented and made live.

9.7.   High-level Roll Out Plan
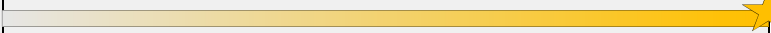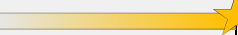
The Bank has planned to implement HRMS & Payroll Solution across all its Controlling Offices and some or all branches (as decided by the Bank) all at one time. The Bank intends to cover the entire functions of Personnel Wing at Head Office/Zonal Offices level.

The detailed rollout plan is given below. All timelines are from the first month (M1) which is the date of PO issuance by Bank. The timelines specified for each month in the below table are from the start to the end of that month.

If however, this date is later or earlier than what is assumed, then the timeframes will be adjusted accordingly. The Bidder is expected to factor in all effort required to adhere to these timelines. The Bank will not accept any plea by the Bidder at a later date for deviating from these timelines on the pretext that the same was not explicitly mentioned in the RFP.

The SI is expected to submit a detailed roll-out plan as part of the submission.

#	Key Activities	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10
1	**Supply and deliver** the DC and DRC hardware & software for the integrated HRMS solution comprising of Production and Test & Development environment	By end of **6 weeks** from date of PO issuance									
2	Complete the **setup and installation** of the applications on the DC and DRC hardware for the integrated HRMS solution comprising of Production and Test and Development environment.	within **2 months** from date of PO issuance									
3	Prepare detailed **HR procedures and processes manuals**	within **3 months** from the date of PO Issuance									
4	**PHASE 1:** Activities to be carried out for Phase 1 implementation are mentioned below: 1. Finalize the **BPD documentation and Product Parameterization** with the Bank for the modules in Phase 1 as defined in Phase 1 of the Phased rollout plan 2. **Core team training** for all modules of HRMS for Phase 1 as defined in Phase 1 of the Phased rollout plan 3. Complete **customization** and **functional User Acceptance testing** of the Phase 1 modules as defined in Phase 1 of the Phased rollout plan. Such customization should be completed prior to start of UAT 1. UAT to be carried out in two parts: UAT1 and UAT2. Bugs identified in UAT1 should be fixed before UAT2 for phase 1. (the Bidder will conduct the unit testing & SIT prior to UAT) 4. **Performance Benchmarking** for all modules for Phase 1 as defined in Phase 1 of the Phased rollout plan 5. **Data Migration** readiness for all the requisite physical and electronic data for modules of Phase 1 implementation 6. **Rollout and Go live** of the Phase 1 modules as defined in Phase 1 of the Phased rollout plan	within **6 months** from date of PO issuance									
5	**PHASE 2:** Activities to be carried out for Phase 2 implementation are mentioned below:										

	1. Finalize the **BPD documentation and Product Parameterization** with the Bank for the modules in Phase 2 as defined in Phase 2 of the Phased rollout plan 2. **Core team training** for all modules of HRMS for Phase 2 as defined in Phase 2 of the Phased rollout plan 3. Complete **customization** and **functional User Acceptance testing** of the Phase 2 modules as defined in Phase 2 of the Phased rollout plan. Such customization should be completed prior to start of UAT 1. UAT to be carried out in two parts: UAT1 and UAT2. Bugs identified in UAT1 should be fixed before UAT2 for phase 2. (the Bidder will conduct the unit testing & SIT prior to UAT) 4. **Performance Benchmarking** for all modules for Phase 2 as defined in Phase 2 of the Phased rollout plan 5. **Data Migration** readiness for all the requisite physical and electronic data for modules of Phase 2 implementation 6. **Rollout and Go live** of the Phase 2 modules as defined in Phase 2 of the Phased rollout plan	within **10 months** from date of PO issuance						
7	Commencement of **Facilities Management & Service desk** services **Helpdesk**				**3 months** starting from the date of go-live of Phase 1 as defined in Phase 1 of the Phased rollout plan		**3 months** starting from the date of go-live of Phase 2 as defined in Phase 2 of the Phased rollout plan
8	Development of **Interfaces**	The interface building should be in line with the functional requirements of the Bank. Timelines based on requirements and otherwise agreed upon with the Bank.					

10.   RFP Response Instructions

10.1.   Rules for responding to the RFP

All responses received after the due date/time would be considered late and would be rejected.

10.2.   Cost of RFP

Bidder has to pay Rs. 25,000/- (Rs. Twenty Five thousand only) in the form of Demand Draft/Bankers Cheque in favor of "Bank of Maharashtra" payable at Pune at the time of purchase of RFP documents. The Bidder downloading the RFP from Bank of Maharashtra's website has to ensure payment of application money by enclosing the Demand Draft/Bankers Cheque as part of the Eligibility Bid envelope.

All Eligibility Bid responses not accompanied by the required application money document and EMD document would be rejected.

10.3.   Currency

The Bidder is requested to quote in Indian Rupees ('INR'). Bids in currencies other than INR may not be considered.

10.4.   Price

1. The Price quoted by the Bidder should be FLAT RATE [i.e. should include all costs]
2. The price should be uniform for the contract period.
3. The price should be inclusive of all taxes, duties, levies, charges, transportation, insurance, octroi, service tax, etc. for software, hardware, implementation and other costs. Octroi/ LBT shall be payable on actual basis only on submission of original receipts to the bank by the SI.
4. The base price quoted by the Bidder shall be fixed during the Bidder's performance of the contract extended if required by the Bank and shall not be subjected to variation on any account, including changes in duties, levies, fluctuations in foreign exchange, etc.
5. Bid submitted with adjustable price quotation will be treated as non-responsive and will be rejected.
6. All responses should be in English language.
7. All responses by the Bidders to this RFP document shall be binding on such Bidders for a period of 180 days after the submission of the bids. Bank may seek further extensions of the bid validity, if required.
8. All responses including commercial and technical bids would be deemed to be irrevocable offers/proposals from the Bidders and May, if accepted by the Bank, form part of the final contract between the Bank and the selected Bidder. Bidders are requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.
9. Any technical or commercial bid, submitted cannot be withdrawn/ modified after the last date for submission of the bids unless specifically permitted in writing by the Bank.
10. The Bidder may modify or withdraw its offer after submission, provided that, the Bank, prior to the closing date and time, and receives a written notice of the modification or withdrawal prescribed for submission of offers. No offer can be modified or withdrawn by the Bidder subsequent to the closing date and time for submission of the offers.
11. The Bidders are required to quote for all the components mentioned in the "Project Scope" of this document. The Bidder can add additional line items in the Appendix 02 – Bill of materials for quoting for additional items/components that the Bidder requires for fulfilling the services and deliverables as part of the RFP response. In case any Bidder does not quote for any of the components, the response would be deemed to include the quote for such unquoted components

required for meeting the functional and technical requirements including the service levels specified in this RFP. It is mandatory to submit the technical details in the formats given along with this document duly filled in, along with the offer. The Bank reserves the right not to permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.

12.   Based on Bank's functional and technical requirements as listed in this RFP, the Bidder should identify the best-suited Solution that would meet Bank's requirements and provide a complete quote for the same for the period of the contract. The Bidder is expected to select the best option for the whole solution i.e. software and hardware and quote for the same in its offer.

13.   The Bidder must furnish requirements strictly as per the formats provided in the RFP document.

14.   In the event the Bidder has quoted "Nil" or "0" for any mandatory or optional line item in the Bidder's commercial bid, with respect to any costs, the same will be deemed to be provided by the Bidder at no cost to the Bank, and the Bank will not pay any charges later for such items for the period of the contract.

15.   The Bank is not responsible for any assumptions or judgments made by the Bidder for arriving at any type of sizing or costing. The Bank will monitor the performance of bidder to the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the Bidder must make good the same at no extra costs to the Bank within two weeks of detection of the deviation, in order to achieve the desired service levels as well as meeting the requirements of these documents.

16.   The Bank ascertains and concludes that everything as mentioned in the RFP documents circulated to the Bidders and responded by the Bidders have been quoted for by the Bidders, and there will be no extra cost associated with the same other than the cost quoted by the Bidders.

17.   In the event the Bank has not asked for any quotes for alternative prices, and the Bidder furnishes the alternative price in the Bidder's financial bid, the higher of the prices will be taken for calculating and arriving at the TCO. However payment by the Bank will be made at the lower price.

18.   In the event mandatory or optional prices are not quoted by the Bidder, for items where such prices are a must and required to be quoted for, the highest price quoted by any of the participating Bidders will be taken as the costs, for such for arriving at the TCO for the purpose of evaluation of the defaulting/deviating Bidder.

19.   All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the Appendix 02 – Bill of materials submitted by the Bidder to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.

20.   The Bidder at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in conforming to the terms and conditions, payments schedules, time frame for implementation etc. as mentioned in the RFP documents circulated by the Bank. Bidder shall be fully responsible for deviations to the terms & conditions, project schedule etc. as proposed in the RFP.

21.   The Appendix 02 - Bill of materials is used for the TCO evaluation of the Bidders only. The Bank will hold the complete discretion of procuring and implementing products and services that are quoted as part of the Appendix 02 – Bill of materials by the Bidders. The Bank will only pay for items procured and used by the Bank. The Bank will not pay or is not bound to pay for items not procured or used by the Bank. The Bidder cannot compel the Bank to procure or pay for items not desired by the Bank.

22.   The Bank would like to expressly state that any assumptions, terms, conditions, deviations etc. which the Bidder includes in any part of the Bidders response to this RFP, will not be taken into account

either for the purpose of evaluation or at a later stage, unless such assumptions, terms, conditions, deviations etc. have been accepted by the Bank and communicated to the Bidder in writing. The Bidder at a later date cannot make any plea of having specified any assumptions, terms, conditions, deviations etc. in the Bidder's response to this RFP.

23. The rates for additional items would only be applicable in the event the Bank is procuring additional quantities. The rates of all additional items would be valid for the period of the contract. The prices of all additional items would be added to the Year 1 cost for the purpose of computing the TCO.

24. The Bidder, from time to time during the period of the contract, should provide price benefits to Bank, in the event that the prices of any proposed items have reduced. Such price benefits would be discussed mutually by the Bank and the Bidder. In the event the Bidder does not offer the price benefit to the Bank, Bank will have the right to independently procure the same from the market and the Bidder will have no objection to the same.

25. All prices are quoted as unit rates as part of Appendix 02 - Bill of Materials. In case of any upward/downward movement in any units mentioned by the Bank in Appendix 02 - Bill of Materials in regards to actual business requirements, the same unit prices will be applicable for any additional/reduced unit availed. The Bidder needs to ensure that the sizing is done as per the scope articulated in the RFP and the responsibility of the entire sizing rests with the Bidder for the tenure of the contract.

26. The prices quoted by the Bidder shall include all costs such as, taxes, VAT, levies, cess, excise and custom duties, installation, insurance etc. that need to be incurred. The prices quoted will also include transportation to respective sites, and insurance till completion of the Project. The price payable to the Bidder shall be inclusive of carrying out any modifications/changes/upgrades to the application suite or other application software or equipment that is required to be made in order to comply with any statutory or regulatory requirements, and the Bank shall not pay any additional cost for the same. Bidder needs to provide the details about all such items considered in the RFP.

27. In case of any variation (upward or down ward) in Service tax/VAT quoted separately which has been included as part of the price bid, such variation will be borne by or passed on to the Bank. Variation would also include the introduction of any new tax/cess.

28. All taxes should be quoted at the prevailing rates at the time of bid submission. Any variations in the taxes quoted by the Bidder which are not in line with the applicable rates prevailing for such equipment/services may entail rejection of the Bidders proposal. The tax rates should not be masked in the masked bill of materials submitted to the Bank as part of the Technical proposal. In the event of a difference between the rate quoted in the technical (masked) and commercial (unmasked) bill of materials, the applicable tax rates will prevail.

29. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly. Local entry taxes or octroi whichever is applicable, if any, will be paid by Bank at actual on production of receipts.

30. If there is any delay in delivery of the hardware or software or services ordered on account of the Bidder, then any increase in tax rate has to be borne by the Bidder. However if any decrease in the tax rates, then the taxes at actual will be paid.

31. If any Tax authorities of any state, including, Local authorities like Corporation, Municipality, Mandal Panchayat, etc. or any Central Government authority or Statutory or autonomous or such other authority imposes any tax, penalty or levy or any cess/ charge other than entry tax or octroi and if the Bank has to pay the same for any of the items or supplies made in terms hereof by the Bidder, for any reason including the delay or failure or inability of the Bidder to make payment for the same, Bank has to be reimbursed such amounts paid, on being intimated to the Bidder along with the

documentary evidence. If the Bidder fails to reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Bidder from the Bank along with the interest calculated at 18% (eighteen per cent) per annum.

32.   The excise duty will have to be mentioned separately in the invoice raised by the Bidder and the Bank may set-off the applicable Excise Duty against the Duty Free Scrip for which the Bank is eligible under Chapter 3 of Foreign Trade Policy. In respect of Customs Duty, the Bank will hand over the scrip's for debiting Customs Duty as per para 3.12.6 of Foreign Trade Policy. In case of imports, the Bank will execute High seas sale agreement for the above purpose.

33.   Terms of payment indicated in the Contract that will be issued by the Bank to the selected Bidder will be final and binding on the Bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Contract, the Bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between Bank and the Bidder". Bidder should ensure that the project timeline should not suffer for this reason.

34.   The Bidders should note that the contract entered with the successful Bidder will extendable at Bank's discretion for an additional three years. However, Bank will have the right, in its sole discretion to renegotiate the prices/terms and conditions at the end of the contract period.

35.   In case of any deviation between the unit price and the total, the unit price would be considered for commercial evaluation as the price quoted and product of the unit price and quantity would be taken for arriving at the line item cost.

36.   The price quoted by the SI shall not change due to exchange rate fluctuations, inflation, market conditions, increase in custom duty, excise duty etc. or The prices quoted for the proposed solutions in the commercial bid shall be valid for the period of contract. In case there is decrease in the prices of the proposed solutions during the tenure of the contract; the cost benefit shall be passed to the bank

10.5.   Price Comparisons

1.   The bidder will be required to submit commercial bids as part of the bid submission. The bank will at its own discretion decide to either
- Open commercial bids in front of the bidders after the technical evaluation is complete, and calculate the TCO, Or
- Conduct a reverse auction, and calculate the TCO

2.   The TCO across a 6 year period will be based on the present value (PV) discounted at rate mentioned in Section 11 – Evaluation methodology.

3.   Comprehensive facilities management charges must be quoted, on yearly basis, after taking due consideration for the warranty period and providing the appropriate and adequate benefit to Bank.

4.   While Bank will at its discretion summarily reject the equipment's of a lower configuration than those mentioned in the Annexure 02 – Technical Specifications for HRMS, Bank would accept equipment's of higher configuration after a price evaluation of such higher configuration to ensure that there is no adverse price impact and any advantage of a lower price in such cases is passed on to the Bank.

5.   The insurance shall be for an amount equal to 110% of the total value of equipment's on "all risks" basis, including war risks, fire and theft and robbery clauses, valid for the entire period of the contract;

6. The Price offer shall be on a fixed price basis. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be liable to be rejected. The rate quoted by the Bidder should necessarily include the following:

    - Cost of the equipment;
    - Minimum of three years comprehensive Product warranty for Hardware for the first three years covering all parts, service visits to the concerned Branches/Offices etc. and three years on-site service warranty and there after the annual maintenance charge (AMC) for remaining contract period.
    - Minimum of one year of comprehensive Product warranty for Software covering all services and there after the annual technical support (ATS) for remaining contract period. This should include all patches/upgrades/updates issued by the software vendor during the period of contract.
    - The Facilities Management should include all costs that the original manufacturer would charge the Bidder; the warranty on hardware and software would begin post successful installation and sign off.
    - Transportation, forwarding and freight charges of all equipment to the site should be factored as part of the service cost.
    - The Bidder is expected to provide for services which are required to be extended by the Bidder in accordance with the terms and conditions of the contract;
    - The Bidder must provide and quote for all products and services as desired by the Bank as mentioned in this RFP. Any products / services not proposed to be provided by the Bidder will result in the proposal being incomplete, which may lead to disqualification of the Bidder;
    - *End of Life/End of Sales/End of support:* The Bidder has to ensure that any software/hardware or its components supplied as part of this RFP should not have either reached or announced end of sales on the date of submitting response or end of support for at least six years from the date of issue of purchase order. In the event if any equipment supplied by the Bidder reaches end of support/end of sale/End of Life, within the period of contract, the Bidder has to replace the equipment at no additional cost to the Bank.

10.6. Bid Security and Performance Guarantee

1. Bid Security

    - Bidders are required to give an Earnest Money Deposit (EMD) for Rupees Twenty Five lakhs only (INR 25,00,000 only) by way of Demand Draft/Bank Guarantee in lieu of EMD (Appendix 05 – Pro forma for Bank Guarantee in lieu of DD) drawn in favor of "Bank of Maharashtra" payable at Pune along with Technical Offer. The Demand Draft/Bank Guarantee should be of a Scheduled Commercial Bank only and will be accepted subject to the discretion of Bank of Maharashtra.
    - Offers made without the Earnest Money Deposit will be rejected.
    - The amount of Earnest Money Deposit would be forfeited in the following scenarios:
      - o In case the Bidder withdraws the bid prior to validity period of the bid for any reason whatsoever;
      - o In case the successful Bidder fails to accept and sign the contract as specified in this document for any reason whatsoever; or
      - o In case the successful Bidder fails to provide the performance guarantee of 10% of contract value within 21 days from the date of issuance of Purchase Order by Bank or signing of the contract, whichever is earlier, for any reason whatsoever, the EMD will be fortified.

- The bid security (EMD) will be returned to the unsuccessful Bidders only after receiving acceptance of the "Letter of Appointment" by the successful Bidder.

2. Performance Guarantee
   - The successful Bidder shall provide an unconditional and irrevocable performance bank guarantee for the period of the contract in the form and manner provided by Bank equivalent to 10% of the total contract value of the contract awarded to the selected Bidder.
   - In the event of non-performance of obligation or failure to meet terms of this RFP Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder. The guarantee should be of that of a Scheduled Commercial Bank only.
   - The project will be deemed complete only when all the solutions and items contracted for by Bank are delivered in good condition, installed, commissioned, implemented, tested and accepted along with the associated certification, documentation and training provided to Bank's employees in compliance with the terms of this RFP and as per the requirements of the contract executed between Bank and the Bidder and the acceptance criteria defined in this document is met.
   - If the performance guarantee is not submitted, Bank reserves the right to cancel the contract.
   - The bid security (EMD) would be returned to the successful Bidder after the submission of the performance guarantee
   - The successful bidder will be required to execute service level agreement (SLA) within 30 days from the release of the purchase order.

10.7.   Others

1. Responses to this RFP by the Bidders shall not constitute an obligation on the part of the Bank to award a contract for any services or combination of services. Failure of the Bank to select a Bidder shall not result in any claim whatsoever against the Bank and the Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.

2. By submitting a proposal, the Bidder agrees to promptly contract with Bank for any work awarded to the Bidder, if any. Failure on the part of the selected Bidder to execute a valid contract with Bank within 21 days herein will relieve Bank of any obligation to the Bidder, and a different Bidder may be selected based on the selection process of Bank.

3. The terms and conditions as specified in the RFP, addenda and corrigenda issued by the Bank thereafter are final and binding on the Bidders. In the event the Bidder is not willing to accept the terms and conditions of Bank, the Bidder may, in sole discretion of Bank, be disqualified.

4. The Bidder must strictly adhere to the delivery dates or lead times identified in their proposal including the project timeline. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the selected Bidder's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this RFP) due to the Bidder's inability to meet the established delivery dates, that Bidder will be responsible for any re-procurement costs suffered by the Bank. The liability of re-procurement costs in such an event could be limited to the amount actually spent by Bank for procuring similar deliverables and services. The re-procurement cost would be established post a reasonable due – diligence of the re-procurement cost to be incurred.

5. *Product Roadmap*: The bidder is required to submit solution roadmap for the proposed solution and should have a plan for at least next six years.

6. By submitting the bid, the Bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. The Bidder represents that all software

and hardware to be supplied in response to this RFP shall meet the proposed Solution requirements of the Bank. The Bidder shall be required to independently arrive at a Solution, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to Bank. The Bidder also acknowledges that Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, Bank expects the Bidder to fulfill all the terms and conditions of this RFP. The modifications, which are accepted by the Bank in writing, shall form a part of the final contract.

7. The Bidder shall represent that the proposed software solution and its documentation and/or use of the same by Bank shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The Bidder further represents that the documentation to be provided to Bank shall contain a complete and accurate description of the software, hardware and other materials and services (as applicable), and shall be prepared and maintained in accordance with the highest Industry standards. The Bidder represents and agrees to obtain and maintain validity throughout the Project, of all appropriate registrations permissions and approvals, which are statutorily required to be obtained by the Bidder for performance of the obligations of the Bidder. The Bidder further agrees to inform and assist the Bank for procuring any registrations, permissions or approvals, which may at any time during the contract period be statutorily required to be obtained by the Bank for availing services from the Bidder.

8. All terms and conditions, payments schedules, time frame for implementation, expected service levels as per this RFP will remain unchanged unless explicitly communicated by Bank in writing to the Bidders. The Bidder shall at no point be entitled to excuse themselves from any claims by Bank whatsoever for their deviations in conforming to the terms and conditions, payments schedules, expected service levels, time frame for implementation etc. as mentioned in this RFP.

9. The Bidder covenants and represents to Bank, the following:
   - It is duly incorporated, validly existing and in good standing under as per the laws of the jurisdiction of its incorporation.
   - It has the corporate power and authority to perform its obligations hereunder and to execute appropriate contracts in terms of this RFP. The performance of terms and conditions under the RFP by it and the performance of its obligations hereunder are duly authorized and approved by all necessary action.
   - The execution, delivery and performance under an Agreement by such Party:
     o Will not violate or contravene any provision of its documents of incorporation.
     o Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound.
   - Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever.

- To the best of its knowledge, after reasonable investigation, no representation or warranty by such party in this tender and subsequent agreement, and no document furnished or to be furnished to the other party to this tender and subsequent agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.

- The Bidder shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time. The Bank has the right to interview any and all of the resources deputed by the Bidder and only upon satisfaction will allow the resource to work on the project.

- All RFP response documents would become the property of the Bank and the Bank also would not return the bid documents to the Bidders.

- Bank would not assume any expenses incurred by the Bidder in preparation of the response to this RFP

- Bank will not bear any costs incurred by the Bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.

- Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

10.8. Other RFP Requirements

1. Bank reserves the right to change/add any terms and conditions of the RFP by issuing addenda/corrigenda and putting it on Bank's website.

2. Bank reserves the right to extend the dates for submission of any and all responses to this document.

3. Bidders shall have the opportunity to get their doubts clarified pertaining to the RFP in order to clarify any issues they may have, prior to finalizing their responses. All questions are to be submitted to the contact officer, not later than the query submission date noted in RFP and as indicated by Bank from time to time. Responses to inquiries and any other corrections and amendments will be distributed to all Bidders by fax or in electronic mail format.

4. If there are conflicting points in the RFP, the bank reserves the right to take a position on the conflicting issue which will be binding on the SI any time during the period of contract. No appeal will be entertained.

5. Preliminary Scrutiny – Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. Bank may, at its discretion, waive any minor non- conformity or any minor deficiency in an offer. This shall be binding on all Bidders and Bank reserves the right for such waivers and Bank's decision in the matter will be final.

6. Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, Bank may, at its discretion, ask some or all Bidders for clarification of their offer. Bank has the right to disqualify the Bidder whose clarification is found not suitable to the project requirements.

7.   No Commitment to Accept Lowest bid or Any Tender – Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this RFP. Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations in respect of the rejection.

8.   Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable. Bank may treat the offers not adhering to these guidelines as unacceptable. The proposals should be in the template that is recommended and provided in this RFP.

9.   Right to Alter Quantities – Bank reserves the right to alter the requirements specified in the tender. Bank also reserves the right to delete one or more items from the list of items specified in the tender. Bank will inform all Bidders about changes, if any. The Bidder agrees that Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions in quantities. The Bank will have the right to increase or decrease any quantities in the bid and the unit/pro-rata rates would be applicable for such alterations in quantities till the period of the contract.

10. Price Negotiation - It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest. Bank reserves the right to do price discovery and engage the successful Bidder in discussions on the prices quoted. Bank also reserves the right to enter into price discussions with the OEMs of applications and other components, consortium partners of the Bidder. Bank holds the right to negotiate on the final price offered by the selected System Integrator.

11. Since some of the payment terms warrant monthly payouts from Bank vis-à-vis quarterly SLA monitoring, it is to be noted that any such monthly payments will be released and penalties if any, as defined by SLAs, shall be adjusted in the payment for the last month of the quarter. Balance penalties, if any shall be levied in the payment for the subsequent months.

12. The Bidder shall perform its obligations under this tender as an independent contractor, and may engage subcontractors to perform any of the deliverables or services. Neither this tender nor the Bidder's performance of obligations under this tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between Bank and the Bidder or its employees, subcontractor; and the Bidder shall not have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of Bank. Bank will only approve any change in subcontractors or partners in the consortium proposed by the Bidder during the contract period of the project.

13. Details of Sub-contracts, as applicable: If required by Bank, Bidders should provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that notwithstanding the use of subcontractors by the Bidder, the Bidder shall be solely responsible for performance of all obligations under the RFP irrespective of the failure or inability of the subcontractor chosen by the Bidder to perform its obligations. The Bidder shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits for its employees and sub-contractors.

14. Bidder shall inform their readiness for the pre-delivery/post-delivery inspection at least 15 days in advance. Inspection of the centralized application and data base servers, etc. will be carried out at the Data Centre/DRC. All reasonable facilities, tools and assistance including access to drawings and production data should be provided to Bank's officials and the representatives during inspection. There shall not be any additional charges for such inspection. However, Bank will have the discretion

to recover the costs related to travel and stay of its staff / representatives if the equipment offered for inspection is not as per Bank's requirement or the test conditions are not complied with

15. No site will be accepted as complete if any part of DC-DRC hardware and software is not delivered, and if delivered not installed, commissioned and operationalized. In such an event, the supply and installation will be termed incomplete and will not be accepted and warranty period will not commence besides Bank's right to invoke the penalties which will be prescribed in the contract. Every site will be accepted after complete commissioning of equipment, applications, services, etc.

16. There will be an acceptance test by Bank or its nominated representatives after installation of the systems. In case of discrepancy in hardware/software supplied, Bank reserves the right to cancel the entire contract and the Bidder should take back their equipment at its costs and risks. The test will be arranged by the Bidder at the sites in the presence of the officials of Bank and / or its representatives. The warranty for the equipment's (including software and hardware provided by the Bidder pursuant to this RFP and subsequent contract) will commence after acceptance testing. The tests will involve trouble-free operation of the complete system during UAT apart from physical verification and testing. There shall not be any additional charges for carrying out this acceptance test. Bank will take over the system on successful completion of the above acceptance test. The installation cum acceptance test & check certificates jointly signed by Bidder's representative and Bank's official or any consultant / auditor appointed by Bank should be submitted at Project Management Office of Bank, along with invoice etc. for scrutiny before taking up the request for consideration of payment.

17. The Bidder has to submit the escalation matrix along with necessary contact details

18. The Bidder would be entering into contract with Bank. However, the selected Bidder shall install and commission the equipment, in terms of this RFP, at locations designated by Bank or at such Centers as Bank may deem fit and the changes, if any, in the locations will be intimated to the Bidder.

19. The Bidder is responsible for managing the activities of its personnel or the personnel of its subcontractors/franchisees, if any, and will be accountable for both. The Bidder shall be vicariously liable for any acts, deeds or things done by their employees, agents, contractors, subcontractors, and their employees and agents, etc. which is outside the scope of power vested or instructions issued by Bank. Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Bidder and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the Contract to be issued for this RFP. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the Bidder, for any assignment under the contract to be issued for this RFP. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of the Bidder shall be paid by Bidder alone and Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of Bidder's employee, agents, contractors, and subcontractors, etc. The Bidder shall hold Bank, its successors, assignees and administrators and its directors and officials, fully indemnified and harmless against loss or liability, claims, actions or proceedings, if any, that may arise from whatsoever nature caused to Bank through the action of Bidders' employees, agents, contractors, subcontractors etc. However, the Bidder would be given an opportunity to be heard by Bank prior to making of a decision in respect of such loss or damage.

20. Bank shall inform the Bidder of all known breaches and claims of indemnification and the Bidders shall be required at the Bidder's expense to remedy the breaches, defend, manage, negotiate or settle such claims. The written demand by Bank as to the loss / damages mentioned above shall be final, conclusive and binding on the Bidder and Bidder shall be liable to pay on demand the actual amount of such loss / damages caused to Bank including but not limited and all costs and expenses, including, without limitation, reasonable attorneys' fees and court costs. In respect of demands levied

by Bank on the Bidder towards breaches, claims, etc. Bank shall provide the Bidder with details of such demand levied by Bank. For the purposes of this section, the indemnity may be restricted to the areas mentioned, i.e., "claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Bidder to its employees, its agents, contractors and sub-contractors." However, there are other indemnities such as indemnity for IPR violation, confidentiality breach, etc., that the Bidder is expected to provide as per the RFP. Indemnity would be limited to court or arbitration awarded damages and all costs and expenses, including, without limitation, reasonable attorneys' fees and court costs pertaining thereto and shall exclude indirect, consequential and incidental damages.

21. The Bidder's representative will be the point of contact for Bank. The delivery, installation, configuration status of the project should be reported on a weekly basis.

22. Bidder should ensure that the hardware delivered to Bank including all components and attachments are brand new. In case of software supplied with the system, the Bidder should ensure that the same is licensed and legally obtained with valid documentation made available to Bank.

23. The Bidder shall procure all user specific software licenses for Bank, its offices and its branches based on number of CPUs at the Data Centre and Disaster Recovery Centre and users at Bank branches and offices as the case may be. Bidder shall also provide other licenses for applications, operating system and database as required by the Bank to successfully utilize the solution. The Bidder shall provide the licenses for all software being a part of its proposed solution to Bank.

24. Bidder shall indemnify, protect and save Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act 2000 in respect of all the software or other systems supplied by them to Bank from whatsoever source,. However, (i) the Bidder has sole control of the defense and all related settlement negotiations (ii) Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and (iii) Bank does not make any statements or comments or representations about the claim without the prior written consent of the Bidder, except where Bank is required by any authority/regulator to make a comment/ statement/ representation. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by Bank arising out of claims made by its customers and/or regulatory authorities due to the failure of the Bidder to perform its obligations.

25. Manufacturer's Authorization Form – The Bidder should furnish a letter from original equipment manufacturer authorizing the Bidder to quote for OEM's product in response to the RFP from Bank. The said letter should also offer to extend the required warranty from the OEM in respect of the items stipulated in the RFP. This is as per Appendix 10 – Manufacturers Authorization Form

26. Technical inspection and performance evaluation – Bank may choose to carry out a technical inspection/audit and performance evaluation of products offered by the Bidders. The Bidder would permit Bank or any person/persons appointed by Bank to observe the technical and performance evaluation / benchmarks carried out by the Bidder. Any expenses (travel, stay, etc.) incurred for the same would be borne by the Bank.

27. The Bidder shall ensure that the solution provided and sized by the Bidders is capable of meeting Bank's current and terminal year transaction and business volumes.

10.9.   Additional Information

1. Bidders and/or its authorized service providers should have their own employees for execution of projects. However, Bidder will be fully responsible for the service for the service providers. Bank

will not make any reference to them. In case of any deficiency in service, penalties will be to Bidder's account.

2. The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and / or subcontractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of Bank, nor seek to be treated as employees of Bank for any purpose, including claims of entitlement to fringe benefits provided by Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.

10.10.   Numbering of Pages

1. All pages of the bid including brochures are to be numbered as Page --- (current page) of --- (total pages) in a seriatim along with proper index. The numbering shall be done separately for Eligibility Bid, Technical Bid and Commercial Bid, and not section-wise.
2. The incomplete bid, conditional bid, bid not conforming to the terms and conditions, bid not submitted as per the terms of the RFP are liable for rejection by Bank.

10.11.   Authorized Signatory

The Bidder shall submit the bid authenticated by an authorized person from any of their offices in India. The Bidder's authorized signatory shall authenticate by sign and seal, each page of the bid in original and photocopies including brochures/ pamphlets/ write–up etc. Bids with eraser/over writing/cutting are liable to be rejected.

10.12.   Cost of Preparing the Bids

The cost of preparing the response to this RFP will be the responsibility of the Bidder and Bank will not be liable for any cost incurred by the Bidder.

10.13.   Clarification on RFP Document

1. The Bidder shall carefully examine and understand the specifications /conditions of RFP, intent of the RFP and seek clarifications, if required, to ensure that they have understood all specifications/conditions/intent of RFP for implementing the integrated HRMS Solution in total.
2. The Bidder in all such cases must seek clarification in writing in the same serial order of that of RFP by mentioning relevant page number and clause number of RFP. Such clarifications should be sought, by submitting a list of queries as per Appendix 11 – Pre Bid Query Format in writing to Bank on or before the timeline prescribed in this RFP under "Schedule of activities and events"
3. All clarifications/queries on the bid are to be in writing and are to be addressed to:

Deputy General Manager
HRM Department
Bank of Maharashtra
Lokmangal
1501, Shivajinagar
Pune
Maharashtra - 411005

Pre-bid queries can be submitted in the format provided in Appendix 11 - Pre Bid query format on the following email-ids:

hrms@mahabank.co.in

10.14.   Normalization of bids:

Bank may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that Bidders are more or less on the same technical ground. After the normalization process, if Bank feels that any of the bids needs to be normalized and that such

normalization has a bearing on the price bids; Bank may at its discretion ask all the technically Shortlisted Bidders to resubmit the technical and commercial bids once again for scrutiny.

The re-submissions can be requested by Bank in the following two manners

- Incremental bid submissions in part of the requested clarifications by Bank, OR
- Revised submissions of the entire bid in the whole

Bank can repeat this normalization process at every stage of bid submission till Bank is satisfied. The Bidders agree that they have no reservation or objection to the normalization process and all the Bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to Bank during this process. The Bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

10.15.   Validity of Bids

The bids shall remain valid for a period of 180 days from the last date of submission of bids. All responses including commercial and technical bids would be deemed to be irrevocable offers/proposals from the shortlisted Bidders and shall, if accepted by Bank, form part of the final contract between Bank and the selected Bidder.

10.16.   Bidders Quote/Offer

1. Bidders are requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.
2. The Bidder must furnish requirements as per the formats provided in the RFP document.
3. While submitting the bid, the Bidder is required to comply with inter alia the following CVC guidelines detailed in Circular No. 03/01/12 (No. 12-02-6 CTE /SPI (I) 2 / 161730 dated 13.01.2012):
   Commission has decided that in all cases of procurement, the following guidelines may be followed:
   - In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
   - If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.'

The decision of the Bank shall be final and binding in this regard. Deviations will be grounds for disqualification.

10.17.   Integrity Pact

The successful bidder will be required to enter into an integrity pact with the bank as per the CVC guidelines. The integrity pact is available on the CVC website.

10.18.   Submission of Bids

1. All envelopes with RFP response should be put in tender box at the address given in Section 2 - Schedule of Activities and Events.
2. The response should be put in tender box on or before the last date & time of submission mentioned in "Schedule of Activities and Events". If the last date of submission of RFP response is declared as a holiday for any reason then the last date for submission of RFP response will fall on the next working day. The bids which are received after the scheduled date and time will be rejected by the bank.
3. The responses should not be submitted by post or by courier.
4. All envelopes should be securely sealed and stamped.
5. The authorized signatories of the Bidder should initial on all pages of the proposal.

6. For all eligibility, technical and commercial bid openings, the Bidders are required to carry authorization letter from the authorized signatories as per format specified in Appendix 03 – Authorization letter format.

7. The bid should constitute three separate parts. The response should be organized and submitted in the following manner:

Part I - Eligibility Bid:

1. The Eligibility Bid containing the response to eligibility requirements for Integrated HRMS and other applications is to be sealed in a separate Envelope superscripted on the top of the cover as "**ELIGIBILITY BID FOR INTEGRATED HRMS SOLUTION**".

2. Covering letter certifying eligibility criteria compliance (eligibility criteria as defined in Annexure 01);

3. The Eligibility bid must contain application money, DD / BG as per Appendix 05 - Bank Guarantee in lieu of DD towards EMD.

4. Letter with details of authorized signatories/Power of Attorney's in the name of the authorized signatories who can represent the Bidder/s with regard to the obligations under the RFP or contract

5. Hardcopy of duly filled up Annexure 01 – Eligibility criteria compliance including supporting credential letters/testimonials from relevant organizations or copies of documentation from clients or purchase order copies certifying compliance and Bid security; and

6. CD/DVD containing the soft copy of eligibility proposal should be provided in the envelope carrying the hard copy.

Part II - Technical Proposal

1. The Technical Bid containing the response to both technical and functional requirements for the Solution is to be sealed in a separate Envelope superscripted on the top of the cover as "**TECHNICAL BID FOR INTEGRATRED HRMS SOLUTION**".

2. The Bidder should also include the masked (without prices) commercial bid in the technical bid. The masked Bill of Materials which would be submitted as part of the Technical bid should contain "XX" instead of actual commercial value for ALL the corresponding commercial values. The Bidder must note that the masked commercial bid should be actual copy of the commercial bid submitted with prices masked and not the Pro-forma/format of the Appendix 02 – Bill of Materials in the RFP.

3. Soft copy of the response to the technical bids (in MS excel/MS word) should also be provided. The Bidder should certify that the contents of the soft copy are same as that provided in hardcopy as per Appendix 08 – Conformity with Hardcopy Letter. In case of any discrepancies between the hardcopy and softcopy the Bank will use the hardcopy submitted by the Bidder for the evaluation. THE SOFT COPY SHOULD NOT CONTAIN COMMERCIALS AND COMMERCIALS ARE TO BE ENCLOSED ONLY IN COMMERCIAL BID COVER.

4. Bidder needs to submit the technical proposal with pages properly numbered, each page signed and stamped. The hard copy of the technical proposal should be bound in such a way that the sections of the proposal can be removed and separated easily. Signed copy of the RFP, all annexure and appendices fully filled up need to be submitted.

5. Hard copy of the technical bid, hard copy of the masked commercial bid and CD/DVD containing the soft copy of technical bid should be provided in the same envelope. The CD in technical bid should not contain commercial bid or masked commercial bid.

The Bidders have to note that the Technical Proposal must contain the following

a. Executive summary of Bidder's response

b. Bidder's response to Functional requirements as per Appendix 01
c. Detailed technical write up covering the detailed scope of work
d. Duly signed covering letter by the authorized signatory as per Appendix 04 – Bid undertaking letter
e. Masked copy of the Bidder's final commercial bid (Appendix 02 – Bill of Materials) duly masking the price details
f. Conformity letter as per Appendix 07
g. Conformity with hardcopy letter as per Appendix 08
h. Consortium Details as per Appendix 09 – Proposed partners
i. Manufacturers Authorization Form from the Bidders proposed partners as per Appendix 10
j. Project team profiles as per Appendix 13
k. Data Center and Disaster Recovery requirements as per Appendix 14
l. Comments on the RFP terms and conditions as per Appendix 06 – Comments on T&C
m. Reverse auction compliance statement as per Appendix 16
n. Soft copy of the technical bid. *Soft copy of the commercial bid should not be enclosed with technical bid.*
o. Hard copy of the commercial bid as per Appendix 02 - Bill of Materials
p. Detailed week-wise project plan adhering to the high-level roll out plan mentioned in Section 9.6 of this RFP
q. Any other information in general

Part III – Commercial Proposal

1. The bidder will be required to submit commercial bids as a part of the bid submission. The Bank will at its own discretion decide either to
   - Open commercial bids in front of the bidders after the technical evaluation is complete, and calculate the TCO, Or
   - Conduct a reverse auction process as described in Annexure 04 – Rules for reverse auction in order to arrive at the lowest commercials, and calculate the TCO
2. Under no circumstances the commercial bid should be kept in Technical Bid Covers. The placement of hard copy of commercial bid in eligibility bid or technical bid covers will make the bid liable for rejection. However, commercial bid with duly masked prices need to be placed in technical bid. Soft Copy of masked commercial bid should not be placed in technical bid.
3. Post the commercial evaluation process the L1 bidder would be required to submit their final commercial as per Appendix 02 - Bill of Materials and other terms and conditions of the RFP on prices. Along with the bill of materials, the bidder would also be required to submit Appendix 16 – Price bid confirmation post reverse auction
4. Response to the commercial bid shall include cost of supply, installation, implementation and all the items required for commissioning and functioning of the Solution. It is the responsibility of the Bidder to provide all the items which may or may not have been mentioned in the Bid to ensure commissioning and functioning of the Solution within the final agreed price between the selected Bidder and Bank.

The total cost to be specified by the Bidder must cover separately the following as detailed in Appendix 02 - Bill of Materials. This would include:

a. Software Cost of all the applications in the Solution
b. Hardware at the DC and DRC for the above applications
c. Test & Development, and other infrastructure cost at DC
d. Installation & Commissioning cost
e. Implementation and Customization Cost of the solution
f. Training cost

     g.   AMC, ATS & Others
     h.   Service desk and Facilities Management – Manpower
     i.   SME Cost

The Bidders have to note that the commercial bid proposal must contain the following:

     a.   Covering letter duly signed by the authorized signatory
     b.   Table of contents
     c.   Bill of Material as per Appendix 02
     d.   Soft copy of Commercial Bid

10.19.   Overall Bid

1. The separately sealed envelopes containing Eligibility Bid, Technical Bid and Commercial Bid for the Integrated HRMS Solution shall be submitted in another single sealed envelope super-scribed on the top of the envelope as: **"Bid for Integrated HRMS Solution against RFP No. 192014 dated 08/10/2014 "**
2. The envelope is to be delivered to Bank against acknowledgement.
3. The Bidder shall take care to submit the Bid properly filed so that the papers are intact. The Bidder shall submit the bid in suitable capacity of the file such that the papers do not bulge out and tear during scrutiny. The Bids, which are not sealed as indicated above, are also liable to be rejected.
4. The price schedule shall be submitted in commercial Bid only. In a nutshell, the commercial Bid details will need to be provided for all requirements of the Bank to arrive at TCO of the solution.
5. The Bidder while furnishing the cost under the above heads must furnish the split up cost particulars of all major components/line items under each head.
6. The commercial bid is obtained for all the solutions and Bank will place a single order after finalizing the Bidder.
7. Further, while the Bidder has to quote for all the components of the solution, Bank may at its discretion wherever beneficial, procure licenses for some software separately, based on any existing agreements entered into for purchase of such software.

10.20.   Compliance Statement

1. The Bidder shall certify the compliance or deviation of all clauses, terms conditions and specifications stipulated in RFP, as per Appendix 07 – Conformity Letter. The Data sheet as per Appendix 06 – Comments on Terms & Conditions shall also be submitted.
2. Non-submission of duly filled & signed conformity letter and Data Sheet will make the bid liable for rejection.
3. The Bidder shall not just indicate that details are enclosed and submit brochures, manuals, documents etc. Instead, they shall detail their reply for each clause in Appendix 06 – Comments on Terms and Conditions and they shall also indicate the Page number in the bid, at which additional information are enclosed in the brochures, manual, documents etc. The Bidder shall ensure correctness of referred page nos.

10.21.   Opening of Bids

1. Opening of Eligibility and Technical Bids
   - The Eligibility and Technical bid shall be opened in the presence of Bidders as mentioned in "Schedule of Activities and Events". The Bidder representative may be present during the bid opening at our office address mentioned above well in time along with the authorization letter from the Bidder Company.
   - The Bidders may note that no further notice will be given in this regard. Further, in case Bank does not function on the aforesaid date due to unforeseen circumstances or holiday then the bid will be accepted on the next working day and bids will be opened at the same venue on the same day.

- Bank however reserves the right to change the date & time for opening of Eligibility and Technical bid without assigning any reason whatsoever. In case there is a change in the schedule the same will be intimated to the Bidders by putting up on the Bank's website for enabling them to be present during the Bid opening.
- During opening of the Eligibility and Technical bids, the Bidders authorized representative may attend the opening and those who are present shall sign a register evidencing their attendance.
- After opening the Eligibility bids, the Bidders' names and the submission/non-submission of application money, EMD, and such other details relating to the Bid will be announced.
- The bids that are not accompanied with application money document and EMD document in Eligibility Bid shall be rejected.
- The rejection or acceptance of the bid will be done only after evaluation at the discretion of Bank.
- During evaluation of the eligibility and technical bids, Bank may seek from the Bidder clarifications on the bid submitted by the Bidder. The request for such clarification and the response from the Bidder shall be in writing.
- After the evaluation of the eligibility bids Bank will announce the list of eligible bidders whose technical bid will be considered for the technical evaluation stage. The eligible bids will undergo a detailed technical evaluation as per the terms and conditions of this RFP.
- Bank will announce the list of bidders who qualify technical evaluation and whose commercial bid will be considered for the commercial evaluation stage.

2. Opening of Commercial bid
   - In case the bank decides to go for Open bid process for commercial evaluation, the commercial bids will be opened in front of the bidders after the technical evaluation is complete. The date of opening of commercial bids will be intimated to the Bidders who have been evaluated for Technical Bid.
   - In case the bank decides to do reverse auction, Online Reverse auction process would be conducted for the short-listed Bidders who have been evaluated for the Technical Bid. The date of opening of reverse auction will be intimated to the Bidders who have been evaluated for Technical Bid. Bidders are required to refer to Annexure 04 – Rules for reverse auction
   - After opening, the TCO quoted by the Bidders will be read out. The evaluation of the Commercial Bids as per the RFP guidelines would be done subsequently.
   - Post the completion of the detailed commercial evaluation the final ranking of the bidders would be announced.

10.22.   Examination of Bids

1. Bank will do preliminary examination of bids to know whether they are complete in all respects, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order. The Bidders have to note that
   - If there is any discrepancy between words and figures, the amounts in words will prevail.
   - If there is discrepancy between percentage and amount, the amount calculated on percentage basis will prevail.
   - If there is discrepancy between unit price and total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price shall be corrected by Bank.
   - If there is discrepancy in the total arrived at Bill of Materials, correct total will be arrived by Bank and the same will prevail over the total furnished in the Bill of Materials.

2. If the Bidder does not accept the correction of such errors as per the above criteria, their bid will be rejected and the EMD will be forfeited.

3. In the event the Bidder has omitted to quote for any line item in the commercial bid, Bank would take the highest price quoted by any of the participating Bidders as the cost, for such for arriving at the TCO for the purpose of evaluation of the defaulting/deviating Bidders. However, the same shall be

provided by the defaulting/deviating Bidder, in case selected at no cost to Bank for the period of the contract.

4. Bank ascertains and concludes that everything as mentioned in the RFP documents circulated to the Bidders and responded by the Bidders have been quoted for by the Bidders, and there will be no extra cost associated with the same other than the cost quoted by the Bidder. In the event Bank has not asked for any quotes for alternative prices, and the Bidder furnishes the alternative price in the Bidder's commercial bid, the higher of the prices will be taken for calculating and arriving at the TCO. However, payment by Bank will be made at the lower price.

5. The Bidder at no point in time can excuse themselves from any claims by Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, time frame for implementation etc. as mentioned in the RFP documents circulated by Bank. Bidders shall be fully responsible for deviations to the terms & conditions, project schedule etc. as proposed in the RFP.

6. Bank will only pay for items procured and used by Bank. Bank will not pay or is not bound to pay for items not procured or used by Bank. The Bidder cannot compel Bank to procure or pay for items not desired by Bank.

7. The Appendix 02 – Bill of Materials is an indicative list of items used for the purpose of Bidder evaluation through TCO. The procurement of the items quoted by the Bidders in the Appendix 02 – Bill of Materials will be decided by Bank based on the requirements from time to time during the period of the contract. The Bidder cannot compel Bank to procure any or all the items quoted by them in Appendix 02 – Bill of Materials. However for the purpose of calculating of TCO, bid will be considered as fixed priced bid.

8. Bank would like to expressly state that any assumptions, terms, conditions, deviations etc. which the Bidder includes in any part of the Bidder's response to this RFP, will not be taken into account either for the purpose of evaluation or at a later stage, unless such assumptions, terms, conditions, deviations etc. have been accepted by Bank and communicated to the Bidder in writing. The Bidder at a later date cannot make any plea of having specified any assumptions, terms, conditions, deviations etc. in the Bidder's response to this RFP.

9. During the preliminary examination, Bank will also verify whether the Bidder has responded in full to the RFP or whether it is partial or conditional. The bids that are incomplete or conditional are liable to be rejected.

11.   Evaluation Methodology

11.1.   Introduction

The objective of adopting this evaluation methodology is to facilitate the selection of the eligible Bidders who propose the best business-technology solution fitment which is also a cost-effective solution over a period of the contract. The commercial evaluation would be based on the Total Cost of Ownership/Tender (TCO) that appropriately meets the business requirements of the Bank. The bid would be first evaluated for the eligibility criteria, then for technical soundness and then for the financials through commercial evaluation. All bids shall be evaluated by an Evaluation Committee set up for this purpose by the Bank.

The evaluation will be a *three-phase* process:-

- Phase 1 – Eligibility Criteria Evaluation
- Phase 2 – Technical Proposal Evaluation
- Phase 3 – Commercial Bid Evaluation

The Evaluation of the various options presented to the Bank to identify the best Technology/Application solution for their Integrated HRMS solution requirements is based on the following broad parameters:

- Ability to meet detailed Functional Requirements
- Ability to meet detailed Technical Solution Requirements
- Implementation Capabilities
- Facilities Management Capabilities
- Business Case & Total Cost of Ownership

The Bank would use an internal scoring mechanism to score each of the RFP responses with appropriate apportionment of scores.

11.2.   Phase 1 - Eligibility Criteria Evaluation

The Bidder needs to comply with all the eligibility criteria mentioned in Annexure 01 – Eligibility Criteria. Non-compliance to any of these criteria would result in outright rejection of the Bidder's proposal and/or OEM partner. The Bidder is expected to provide proof for each of the points for eligibility evaluation. The proof provided has to be in line with the details mentioned in Annexure 01 – Eligibility Criteria. Any credential detail mentioned in Annexure 01 - Eligibility Criteria that is not accompanied by relevant proof documents will not be considered for evaluation. All credential letters should be as per format specified in Appendix 12 – Experience Format and should be appropriately bound, labeled and segregated in the respective areas. There is no restriction on the number of credentials a Bidder can provide. There will be no scoring involved in the Eligibility Bid evaluation.

The eligibility requirements to be met by the Prime Bidder/System Integrator are as follows (Please refer to Annexure 01 – Eligibility Criteria and also provide the documentary evidences required)

1.   __Financial and other Requirement to be met by the Prime Bidder/System Integrator__
- Should be a Government Organization/ PSU/ PSE or a partnership/ proprietorship/ public/ private limited company
- The Company should have been in existence for a minimum period of 5 years in India.
- Should have a minimum turnover of Rs. 100 crores per annum during last three (3) financial years in India
- Should be a profit making entity for the last three (3) financial years in India
- Should have a positive net worth of Rs. 50 crores per annum for the last three (3) financial years in India

- The bidder should be a reputed IT solution provider possessing at least a valid SEI CMMi Level 5 certification or above certification or a valid ISO standard certification for any of the following: Design / Development /implementation/ Maintenance / Testing for Software at the time of bid submission.
- The Bidder should not have been blacklisted by any Government department/PSU/PSE/Banks in India at the time of the bid submission.

2.   HRMS Implementation experience to be met by the Prime Bidder

Should have system integration experience in having implemented the proposed end to end integrated HRMS solution comprising of at least supply, commissioning, implementation, rollout, go live and maintenance in at least one Indian scheduled commercial bank having at least 15,000 employees and should be currently live as of date of the RFP. The prime bidder should have implemented at least following eight modules of the proposed solution.

1. Employee Record Management
2. Performance Appraisal
3. Transfers and Promotions
4. Payroll
5. India specific Legal Requirement, Roster Management, Disciplinary Action etc.
6. Staff reimbursements and welfare
7. Terminal benefits and separations
8. Employee & Managers self-service in English & Hindi

3.   HRMS application criteria to be met by the OEM partner

The proposed integrated HRMS solution should be live in at least one Public Sector Bank in India covering at least 20,000 employees and should be currently live and running as of date of the RFP

The decision of the Bank would be final and binding on all the Bidders to this on the outcome of the Eligibility Bid Evaluation. The Bank may accept or reject an offer without assigning any reason what so ever. The technical and commercial bid documents and bank guarantee of non-eligible/qualified Bidder(s) at Phase 1 will be returned to such Bidders. The Bank will send a letter to such Bidders to collect these documents within the specified period.

4.   HRMS application criteria to be met by the Subject Matter Expert
- The proposed Subject Matter Expert organization should have experience in Human Resource Consulting assignments in at least 1 Public Sector Banks including Regulator (Reserve Bank of India). Completed / on-going engagements will be considered.
- Human Resource Consulting is defined as Define Organization Structure, Process Redesign (As-Is & To-Be)
- SME Organization should have relevant people on their roles for the product / platform which is being proposed by the bidder to be part of implementation team
- The lead team members proposed should have knowledge of the platform and should have experience of 3-5 years on the platform/technology

11.3.   Phase 2 – Technical Proposal Evaluation

The Bidders meeting the eligibility criteria as laid out in Annexure 01 – Eligibility criteria along would be shortlisted for the Phase 2 – Technical Proposal Evaluation.

This evaluation will be carried out on a total score of 1,000 on the basis of the following evaluation parameters defined in this section.

The evaluation methodology is further broken down into sub areas as under.

#	Proposal Bid Evaluation	Sub Scores	Percentage
1	Credential strengths	100	10%
2	Functional features evaluation	200	20%
3	Product Demonstration	350	35%
4	Technical features evaluation	100	10%
5	Subject Matter Expert	100	10%
6	Site Visit	100	10%
7	Bidder presentations	50	5%
Maximum Technical Proposal Bid Evaluation Score		**1,000**	**100%**

The technical evaluation would involve the following major areas:

1.   Credential strengths of Bidder/Consortium Partner

Each Bidder having credentials as stated in Annexure 03 – Credential strengths will get marks as given in the Annexure 03 – Credential strengths

2.   Functional features evaluation

The Bidder needs to cover the entire functional requirement of Bank given in Appendix 01 – Functional Specifications. Reponses received in Appendix 01 would be used for evaluating the Bidder on the functionality being proposed by them. The Functional Score for each area in Appendix 01 would be worked out as follows:

In Appendix 01 – Functional Specifications, in the "Banks Ratings" column, the Bank has classified each of the requirements as follows:

Classification	Value	Description
Required	1	The requirement is necessary for efficient functioning
Most Critical	2	The requirement must be satisfied in its entirety

The Bidder is expected to provide a self-score in the "Vendor Scores" column for each requirement requested for, as per the following table:

Bidder input (Vendor Score)	Description	Max. Marks
S	Standard feature .Required features readily available and to be provided	10
A	Alternative available	7
C	Customization required. Vendor will provide the customization with the stipulated date of the phased rollout	5

U	Unavailable. Functionality is not available and will not be provided by the bidder.	0

In ideal scenario, the Bank would expect the Bidder to propose the integrated HRMS solution which would have all line items with Bidder score as "S".

Hence accordingly aggregated Bidder score will be calculated proportionately.

The Bank would be using the below weightage to score the self-score of the Bidder responses as per Appendix 01 – Functional Specifications

#	Functional Area	Weightage
1	Manpower Planning	5
2	Recruitment	5
3	Employee Record Management	10
4	Performance Appraisal	10
5	Training and Development	5
6	Transfers and Promotions	10
7	Payroll	15
8	India specific Legal Requirement, Roster Management, Disciplinary Action etc	10
9	Leave Management	10
10	Staff reimbursements and welfare	10
11	Terminal benefits and separations	10
12	Employee & Managers self-service in English & Hindi	10
13	Personnel Administration	5
14	MIS	10
15	HR Analytics	15
16	Mobile Application	10
	Maximum weightage	**150**

3. Product demonstration

As part of the Product demonstration process

- The OEM will be required to demonstrate the line items present in Appendix 01 - Functional Specifications document to the bank's team. The bank will intimate the OEMs well in advance before the product demonstration, if each and every line item or a part of them is to be demonstrated.

- Demonstration of the product specifications using an internet based instance by connecting through internet will not be permitted.
- The demonstration can be carried out in bank's premises in Pune or at OEM's office.
- This will also enable the Bank to understand the solution's features and fit with the proposed architecture and identify the level of customization required.
- The Bank will communicate a date, time and location to the OEMs any time after the last date for submission of proposals.

During the Product Demonstration, Bank would be evaluating the Bidder on the functionality of the HRMS being proposed by the Bidder using the Appendix 01 - Functional Specifications as a base in part or as a whole.

Bidder will be evaluated on each of the areas given below:

#	Functional Area	Weightage
1	Manpower Planning	5
2	Recruitment	5
3	Employee Record Management	10
4	Performance Appraisal	10
5	Training and Development	5
6	Transfers and Promotions	10
7	Payroll	15
8	India specific Legal Requirement, Roster Management, Disciplinary Action etc	10
9	Leave Management	10
10	Staff reimbursements and welfare	10
11	Terminal benefits and separations	10
12	Employee & Managers self-service in English & Hindi	10
13	Personnel Administration	5
14	MIS	10
15	HR Analytics	15
16	Mobile Application	10
	Maximum weightage	**150**

4. **Subject Matter Export**

   The evaluation of the Subject Matter Expert will be done by the Bank on the basis of adherence to the criteria defined in the RFP. The relevant credentials need to be provided as per Appendix 12 – Experience Format. The scoring would be as follows:

#	Scoring Criteria	Maximum Score
1	Human Resource Consulting Experience in at least 1 Public Sector Banks or / Reserve Bank of India. For current state assessment and process design (as-is and to-be) credential letter or purchase order copies need to be furnished. AND	50
2 a	Experienced team leader with more than 10+ years of experience in the proposed product /solution in a scheduled commercial bank OR	50
b	Experienced team leader with 3-9 years of experience in the proposed product /solution in a scheduled commercial bank OR	25
c	Experienced team leader with less than 3 years of experience in the proposed product /solution in a scheduled commercial bank	0

5. **Technical Evaluation**

   The evaluation of the Technical Proposals will be done by the Bank on the basis of adherence to the Solution design and Minimum Technical Specifications vis-à-vis products offered analysis in relation to:
   - Completeness of the technical bid in all respects and availability of all information/details asked for in the RFP.
   - The compliance mentioned by the Bidder to the application architecture requirements as per Annexure 02 – Technical Specifications. It is the sole discretion of the Bank to disqualify a Bidder if that Bidder is unable to comply with the requirement set in this document.
   - Point to point conformity of the equipment offered to the technical requirements provided in the Technical and Functional Specifications.

6. **Site Visits**
   - The Bank requires the Bidders to provide at least ONE reference scheduled commercial bank in India where the proposed solution has been implemented. The reference site should be one where the Bidder has implemented the proposed Integrated HRMS as a System Integrator and is currently in use as of date of the RFP.
   - The Cost for travel and lodging for the team identified by the Bank will be borne by the Bank for site visits. However, the Bidder may be expected to facilitate these arrangements.

7. **Bidder presentation**

   The Bank will require the Bidders to make presentations regarding the various aspects of the proposed solutions. This process will also enable the Bank to clarify issues that may be identified from the Bidders' responses to the RFP. The Evaluation Committee decided by the Bank would be scoring the presentation made by the Bidders at Bank's premises based on a structured questionnaire broadly across the following:

#	Evaluation of the Bidder Presentation
1	Project Execution Methodology – Approach to database version migration
2	Solution Architecture and Design – Key Features and Functionalities
3	Data Migration tools/approach and methodology
4	Adherence to Project Timelines
5	Execution Competency (Solution Accelerators, Functional & Technical Competency)

11.4. Phase 3 - Commercial Bid Evaluation

For submitting the commercial bids, it is necessary that authorized personnel of the firm or organization sign the bid. The designated personnel should be authorized by the organization or by a senior official of the organization having authority to do so. The same person or a different person should be authorized, who should have digital certificate issued in his name and should have authority to quote bid amount in the commercial bid and also quote offer price during on-line reverse auction, in case the bank decides to go for reverse auction process. The details of Digital certificate needs to be provided such as Name, Digital Key details, issuing authority and validity etc.

The certified photocopy of necessary Original resolutions/authority/ Power of Attorney having authority to authorize the person to submit Bid documents/participate in on-line sealed bid and reverse auction, 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 Bank will decide which of the following methodology it would follow in order to do the commercial evaluation:

1. _Lowest Bid_: In case the bank decides to go for lowest bid for commercial evaluation, the commercial bids submitted by the bidders will be opened. The bidder with the lowest bid will be considered first for award of contract and will be invited for price and contract negotiation.

2. _Reverse Auction_: In case the bank decides to go for Reverse Auction for commercial evaluation, a weighted score (S) will be calculated for all qualified Bidders. There would be a weightage of 70% to the Technical Proposal Evaluation and 30% for the Commercial Bid Evaluation. The following formula will be used to calculate the weighted score(S) for all the qualified bidders.

$$S = (C_{low}/C) * (X) + (T/T_{total}) * (1-X)$$

C stands for nominal price quoted after commercial evaluation;
C_{low} stands for the price quote of the lowest nominal bid after commercial evaluation.
T stands for technical evaluation score and
T_{total} is 1000 marks.
X is equal to 0.3 (Weightage of Commercial Evaluation)

Bidders are required to refer to Annexure 04 – Rules for reverse auction process in detail. Bidder will be required to submit the following:

- _Appendix 16 – Reverse auction compliance statement along with the technical proposal and_
- _Appendix 17 – Price bid confirmation post reverse auction after completion of the reverse auction process along with the final commercial bid as per Appendix 02 – Bill of Materials_

The commercial bid has to be provided based on the format provided in the RFP. Future cash flows will be discounted at 10% p.a. to arrive at the present value of the entire commercial bid. Based on the present value of the bid, the TCO will be calculated.

Bidders have to note that:

- In case there is variation between numbers and words; the value mentioned in words would be considered.
- The Bidder needs to provide unit costs for all components and services; unit rates would be considered for the TCO in case of any discrepancy in the totaling, modifications, addition, correction, etc.
- In the event the Bidder has not quoted or has omitted any mandatory product or service required for the Solution it shall be deemed that the Bidder shall provide the product or service at no additional cost to the Bank.
- Please note that in the event of the Bank conducting a normalization exercise, the bids submitted after normalization would be evaluated as per the evaluation methodology.

In case the bank decides to go for *Reverse Auction*, refer to the following example for the calculation of weighted score (S):

The proposals will be ranked in terms of total points scored. The proposal with the highest total points (H-1) will be considered first for award of contract and will be invited for price and contract negotiation.

Based on the discounted present value (PV) quoted by the Bidder in the Commercial Bid, bidders will be ranked according to their Present Value (PV) with Commercial 1 ('L1') as the Bidder having the lowest cost followed by the respective Bidder.

#	Bidder	Technical Evaluation Marks (T)	PV (in INR cr.)	$(T/T_{total}) * 0.70 = (A)$	$(C_{low} / C) * 0.30 = (B)$	Score (S) =A+B
1	ABC	925	18	(925/1000)*0.70 = 0.647	(16/18)*0.30 = 0.267	0.914
2	XYZ	900	16	(900/1000)*0.70 = 0.630	(16/16)*0.30 = 0.300	0.930
3	UVW	950	21	(950/1000)*0.70 =0.665	(16/21)*0.30 = 0.229	0.894

C_{low} in this case is 16 crore and Total is 1000. In the above example, XYZ, with the highest score becomes the successful Bidder.

12. Payment terms

The Bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.

12.1. The scope of work is divided in different areas and the payment would be linked to delivery and acceptance of each area as explained below with reference to the Appendix 02 – Bill of Materials

12.2. The component wise payment will be as mentioned below

1. Application (license) Cost
   The following payment terms would be applicable to the license costs for the following applications
   - HRMS
   - Any other software licenses required(excluding RDBMS)

   The license cost for all of the above software to be provided by the Bidder as a part of the proposed solution shall be paid as follows:

   - 80% of the cost, of such software, will be payable on successful delivery (includes media and paper licenses in the name of the Bank including third party software (if applicable), and
   - 10% of the cost, of such software, will be payable on successful installation, and
   - 10% of the cost, of such software, will be payable on successful implementation with all the functionalities of the said software and acceptance sign off from the Bank

2. RDBMS Cost for the solution
   The following payment terms would be applicable to the license costs for RDBMS
   - 90% of the total cost on successful delivery (includes media & paper licenses in the name of the Bank)
   - 10% on successful installation of the RDBMS

3. Hardware Costs (DC and DRC) for all hardware as part of the Solution
   It is to be noted that the Bidder needs to quote for fully loaded hardware for the Solution. Bidder has to provide all required support for accelerated rollout of the proposed solution as per the phases mentioned in the RFP.
   The following payments terms would be applicable to the DC and DRC Hardware cost for the following applications
   Business Solutions:
   - HRMS
   - Any other Hardware
     - o 70% on delivery of the Hardware at DC and DRC respectively;
     - o 20% of the delivered hardware cost would be payable on successful implementation and sign-off
     - o 10% of the delivered hardware cost would be payable on completion of three months from the date of successful implementation of the integrated HRMS. (Phase2 Sign-off)

   Subject Matter Expert costs
   The Subject Matter Expert will be paid in equable monthly installments at the start of the month.

   If the implementation is extended for any reason beyond the expected timeline, the SME will be paid on a pro-rata basis up to a maximum of three months beyond which the SI will be required to make the necessary payments to the SME.

   It is mandatory that the SME is involved in the project from Day 1 of the project kick off, and the SME team is expected to be present for every joint meeting between the bank and SI. The SME is expected to be available till Phase 2 go-live.

Interface building costs

The Bidder will be paid applicable amounts for each of the interfaces built during the quarter at the end of the quarter after satisfactory working for minimum 30 days in production.

Customization cost

- The cost of customization for items marked as "C" in Appendix 1 – HRMS Functional Specifications, would be payable on successful implementation and Bank sign off of all the items marked as "C".
- The cost of customization of gaps identified during product demonstration, current state study, training, functional requirements specifications study, system testing, user acceptance testing, business process reengineering should be included by the Bidder as Implementation costs. The Bank will not pay the Bidder any additional charges at a later date for all such customizations.
- The Bidder shall take up all such functionality as required by the Bank on a priority basis even though the Bidder is supposed to provide for the same at a later date as per its response in Appendix 01 – Functional Specifications and till such time the functionality is not provided for the Bidder will suggest a suitable workaround for the same. The Bank will not pay the Bidder any additional charges for such customization requests.
- All additional customization over and above the RFP requirements as per the man day rates quoted in the tender would be paid to the Bidder on the completion of respective customization user acceptance and go live along with Bank signoff including 30 days of successful working of the customization delivered in the live environment.
- The workaround provided by the Bidder may be acceptable to the Bank as a temporary solution but the Bank may still insist on a particular functionality to be made available as a regular feature of the software in which case the Bank shall decide the priority. It should be distinctly understood by the Bidder that providing workarounds should not be treated as customization completed.

Implementation cost for HRMS

- 10% of the implementation cost for HRMS, would be payable on successful completion of current state assessment, gap analysis and systems specifications definition phase (respective phase) or on completion of 2 month from the date of issuance of Purchase Order, whichever is later;
- 15% of the implementation cost for HRMS, would be payable on successful completion of the customization and testing phase or on completion of 4 months from the date of issuance of Purchase Order, whichever is later;
- 50% of the implementation cost for HRMS, would be payable on successful implementation of the application of all the phases and go live; and
- The balance 25% of the implementation cost for HRMS, would be payable on completion of 3 months from the date of successful implementation of the HRMS application and go-live of all phases.
- Implementation cost for other application will be paid after 2 months of go-live of such application, without any pending or unresolved deliverables/issues.
- Implementation cost of any additional requirements would be paid upon successful completion of the implementation and successful operations along with Bank signoff in the live environment for at least 30 days.

Additional MIS/Reports cost

On completion of the required additional MIS/Reports in batches of 20, the Bank will release the 100% payment for each batch of 20 reports post the successful testing, acceptance and deployment into the production environment for the Solution.

Training Costs
- Core Team Training
  - 50% of the training cost, would be payable on successful completion of the training phase for the entire core team;
  - 25% of the training cost, would be payable on successful completion of the balance trainings.
  - 25% of the training cost would be payable on successful implementation of the HRMS solution for all phases;
- Other Trainings - Training cost for any additional ad hoc training requested by the Bank would be payable on successful completion of the training.

Facilities Management
The annual amount to be paid towards facilities management would be divided into 4 equal instalments, to be paid quarterly at the end of each quarter. The first quarter would begin from the 1st of the next month of the date of completion of successful implementation of the Phase 1 of HRMS for the facilities being managed by the Bidder. The quote needs to factor the infrastructure under warranty and which therefore would not warrant a facilities management charge.

- **Fees for deploying Help desk Personnel**
  The fees for deploying Help Desk Personnel would be payable monthly, at the end of the month, on actual, as per the bill submitted by the Bidder and on verification of the Bank.

- **Fees for testing services performed by Independent testing agency**
  - 40% fees payable on preparing the testing strategy and test cases for all the modules
  - 30% fees payable on completion of UAT Phase 1 and
  - 30% fees payable at the completion of UAT Phase 2

- **Fees for performance benchmark**
  The total fees for the performance benchmark would be payable as:
  - Performance benchmark will be carried out in two phases
  - Fees for each phase will be paid on completion of the performance benchmark, submission and acceptance of the benchmark report by the Bank for each phase.
- **Escrow Costs**
  The amount to be paid towards escrow cost would be divided into five equal installments, to be paid annually at the beginning of each year. The first year would begin from the date of successful pilot completion and acceptance by the Bank. In the event the pilot phase or pilot acceptance gets delayed the payments for the same would also get proportionately delayed/ adjusted.
12.3. All AMC and ATS cost would be paid quarterly by the Bank in arrears.
12.4. Also, the payments for that quarter will be made only after the acceptance of the milestones and relevant activities/deliverables for that quarter. Any delay in achievement of the milestones or deliverables will result in further delay of the payment.
12.5. The Bidder recognizes that all payments to the Bidder under this RFP and subsequent agreement are linked to and dependent on successful achievement and acceptance of milestones /deliverables /activities set out in the Project Plan and therefore any delay in achievement of such milestones/deliverables/activities shall automatically result in delay of such corresponding payment.
12.6. The fees payable by the Bank to Bidder shall be inclusive of all costs such as insurance, taxes (including service tax, as per the rates applicable), custom duties, levies, cess, transportation, installation, (collectively referred to as "Taxes") that may be levied, imposed, charged or incurred and the Bank shall pay the fees due under this RFP and subsequent agreement after deducting any tax deductible at source ("TDS"), as applicable. The Bidder will need to provide the details for the tax rates as considered in the pricing. This will be used for subsequent tax changes.
12.7. The Bidder has to submit the undisputed invoice along with necessary signoff and acceptance documents from the Bank, The Bank shall pay each undisputed invoice raised in accordance with this

RFP and subsequent agreement, within thirty (30) Working Days after its receipt unless otherwise mutually agreed in writing, provided that such invoice is dated after such Fees have become due and payable under this RFP and subsequent agreement.

12.8.   Any objection / dispute to the amounts invoiced in the bill shall be raised by the Bank within reasonable time from the date of receipt of the invoice. Upon settlement of disputes with respect to any disputed invoice(s), the Bank will make payment within thirty (30) Working Days of the settlement of such disputes.

12.9.   All out of pocket expenses, traveling, boarding and lodging expenses for the entire Term of this RFP and subsequent agreement is included in the amounts quoted in Appendix 02 – Bill of materials and the Bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc.

12.10.   All the payments becoming due during each of the quarters of the contract period will be paid at the end of the respective quarter. The first quarter for this purpose will end after 3 months from date of signing of the contract or master agreement with the Bank.

13.   Terms & Conditions

13.1.   General

Bank expects the Bidders to adhere to the terms of this RFP and would not accept any deviations to the same. If the Bidders have absolutely genuine issues only then should they provide their nature of non–compliance to the same in the format provided as per Appendix 06 – Comments on T&C format. Bank shall consider the non-compliance and shall at its own discretion accept or reject the deviations. Bank reserves its right to not accept such deviations to the tender terms and in that case the Bidder shall be bound to comply with the terms. Any non-compliance would be treated as a breach and shall invoke Liquidated Damages.

Bank intends that the Bidder appointed under the RFP shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of the project, notwithstanding the fact that the Bidder may in turn appoint/procure services of third party suppliers (including application Vendors) to perform part of the obligations contained under this RFP and that Bank may for convenience enter into arrangements, including tripartite agreements, with such third party vendor/OEM, at the discretion of the Bank, provided however, that Bank shall not be liable to such third party suppliers in any manner whatsoever. The application vendor (i.e., the vendor providing the software applications) would be required to provide its personnel for carrying out certain activities such as gap analysis/business requirement definition, application customization, conducting various trainings, assistance in conducting testing including User Acceptance Training and support during the implementation and go live phase.

Unless expressly overridden by the specific agreement to be entered into between the Bank and the Bidder, the RFP shall be the governing document for arrangement between the Bank and the Bidders. Any additional or different terms and conditions proposed by the Bidder would be rejected unless expressly assented to in writing by the Bank. Decision of the Bank shall be final and binding.

IPv6 Readiness: The bidder shall ensure that the entire Integrated HRMS solution including hardware and software are IPv6 compatible and shall ensure the readiness as per the national roadmap for IPv6 deployment at no extra cost to the Bank.

Integration with existing SIEM Solution: The EFT Switch Solution shall be integrated seamlessly with the Bank's existing SIEM Solution. As required by Bank the bidder and the OEM shall provide all the required information and data for integrating with SIEM.

Bank at a later stage at its discretion may decide to enter into a contract separately with the System Integrator, OEM and the Subject Matter Experts.

13.2.   Indemnity

The Bidder hereby indemnifies the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

- Bank's authorized/bona fide use of the Deliverables and/or the Services provided by the Bidder under this RFP; and/or
- an act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RFP; and/or
- claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or

- breach of any of the terms of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP; and/or
- any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- breach of confidentiality obligations of the Bidder contained in this RFP; and/or
- Gross Negligence or willful misconduct attributable to the Bidder or its employees or sub-contractors.
  The Bidder shall at its own cost and expenses defend or settle any claim against the Bank that the deliverables and services delivered or provided under this RFP infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Bank:
- Notifies the Bidder in writing; and
- Cooperates with the Bidder in the defense and settlement of the claims.
  The Bidder shall compensate the Bank for such financial loss, direct and remote, suffered by the Bank if the Bidder fails to fix bugs, provide the modifications/enhancements/customization as required by the Bank as per the terms and conditions of this tender and subsequent Agreement and to meet the service levels.

13.3.   Limitation of Liability

1. The Parties acknowledge that circumstances may arise where on account of a breach by the Bidder of the terms of this RFP and subsequent Agreement, or other contractual or tortuous claim, the Bank may be entitled to damages from Bidder.
2. In each such instance, Bidder's aggregate liability shall be subject to an overall limit of the Total Cost of the Project for the contract period.
3. The limits specified above shall not apply to claims made by the Bank for claims relating to the loss of or damage to real property and tangible personal property and for bodily injury or death which is caused by sole gross negligence or sole willful misconduct.
4. Notwithstanding any limits to be prescribed under an agreement to be entered into with the Bidder and subject to indemnification and procedures, the Bidder should indemnify the bank and its affiliates, officers, directors, employees, agents, successors and assignees at its expense by paying all cost, damages and attorney fees that a court awards or that are included in the settlement approved by the Bidder arising out of any claim based upon or in connection with any allegation of infringement by the Bidder or a sub-contractor of any third party intellectual right.
  In circumstances where the Bidder indemnifies the bank against any claims of infringement of any IP rights, the Bidder must at its own expense promptly;
- Procure the unrestricted right for the bank to continue using and receiving the same; or
- Make or procure on Bank's behalf such alterations, modifications, adjustments or substitutions to all or any parts of the same so that it becomes non-infringing without affecting the relevant part of deliverables or services or prejudice their compliance with their terms of the specifications or requirements of RFP; or
- Substitute a non-infringing version of the infringing item of at least functional equivalence conforming to applicable requirements under the RFP
5. If Bidder is unable to provide any of the forgoing alternatives, the bank may at its own option terminate forth with the agreement
6. The Parties hereby acknowledge that Bidder shall not be responsible for any special, incidental, indirect and consequential damages.
7. Subject to the obligations of the Bidder under Clause regarding indemnity hereof, the Bank acknowledges that the Bidder shall not incur any liability to any third party on account of the acts or omissions of the Bank in carrying on its banking business.

13.4.   Indemnification Procedures

1. Notice

- Promptly after receipt by Bank of notice of the commencement or threatened commencement of any relevant civil, criminal, administrative or investigative action or proceeding, the Bank will notify the Bidder of such claim in writing. No failure to so notify will relieve Bidder of its obligations under this Agreement except to the extent that it can demonstrate damages attributable to such failure.
- Bidder shall promptly assume control of the defense or settlement of that claim. The Bank agrees to reasonably cooperate with Bidder in the defense or settlement of such claim.
- Nothing contained herein shall restrict the Bank from electing to defend a claim under this Agreement at its own cost provided that such defense does not prejudice Bidder's defense of the relevant claim.
- The Parties agree that they shall co-operate in the defense of any claim referred to above. Such co-operation shall, at the discretion of the Parties, include periodic exchange of information and the pooling of expertise and resources by the Parties.
- The Parties hereby agree that the procedure for indemnifications including giving of notice set out herein shall be applicable to indemnities as agreed between the parties in more specifically set out in clause for Bidder Indemnity.

2. Subrogation
   In the event that Bidder will be obligated to indemnify those indemnified pursuant to this RFP and subsequent Contract, Bidder will, upon payment or satisfaction of such indemnity in full, be subrogated to all rights of the Bank with respect to the claims to which such indemnification relates.

3. Extension of Contract Post Expiry
- The Bank desires to appoint the Bidder for a total period of specified in the RFP, considering the effort and investments required in the arrangement. However, understanding the complexities of the entire arrangement, Bank would like to safe guard the interests of all the entities involved in the arrangement. Therefore, the Bank would like to have options to revisit the arrangements and terms of contract as well as to re-price the same (rates similar or less than existing arrangement) after the contract expiry, if necessary.
- The Bank expects the benefits from any unanticipated decrease in technology infrastructure costs, over the term of the contract due to reduction of prices, efficient use of IT infrastructure/reduction of statutory charges, etc. and operations management methods that yield more efficient operations, to be passed on through re-negotiation. No conflict between the Selected Bidder and the Bank will cause cessation of services.

13.5. Termination of Contract

The Bank reserves the right to terminate the contract placed on the Bidder in the following circumstances. The bidder cannot terminate the contract by giving a contract termination notice to the bank.

1. The Bidder commits a breach of the terms and conditions of the RFP/Contract and fails to remedy such breach for a period of 30 Business Days, following receipt of written notice from Bank specifying the breach or breaches set out below:
   - Failure to furnish the performance guarantee within 21 days after the execution of the Contract Agreement.
   - Delay or deficiency in the completion or implementation of the Project or any activity contemplated under this RFP and subsequent Contract within the applicable time schedules.
   - Non conformity of the Deliverables or Services with the terms and Specifications of the RFP as observed during post-delivery audit or otherwise.
   - Serious discrepancy in the quality of service/hardware/software expected during the implementation, rollout and subsequent maintenance process.
   - An Insolvency Event occurs in relation to the Bidder or it ceases to carry on its business or substantially the whole of its business; or
   - There is a change of control of the Bidder (and for these purposes change of control means there is a change in the legal, beneficial or equitable ownership of 50% or more of the

2.   The Bank also reserves the right to cancel the AMC or ATS and terminate the respective agreements for the same, if the Services provided by the Bidder are not satisfactory and recover any payment made by the Bank for the provision of AMC ATS, not rendered to the Bank. In the event of any deficiency, defect or inadequacy of the Deliverables or Services, provided by Bidder to the Bank, the Bank reserves the right to procure the same or similar Deliverables or Services, from alternative sources at the risk, cost and responsibility of the Bidder.

3.   In the event that Bidder does not perform satisfactorily or there is a delay in the performance of its obligations under the bid, the RFP, the AMC or the ATS, the Bank reserves the right to source the remainder of the Deliverables and Services from another entity of its choice by giving three months' notice of the same to Bidder. In the event of a termination of the contract by Bidder in accordance with the above terms, Bidder shall fully compensate the Bank for any expenditure incurred by the Bank in executing or obtaining the execution of the remainder of the Project.

4.   In the event of a termination of the Contract by the Bank, the Bidder shall do all such acts or deeds as may be required to fully compensate the Bank for all expenditure incurred by the Bank in executing or obtaining the execution of the Project, till such time of termination and for any removal and/or relocation that may be required by the Bank following such termination. The Bank shall not bear any liability in this regard. If the agreement is cancelled during the term of the AMC or ATS, if contracted, the Bank shall deduct payment on pro-rata basis for the unexpired period of the Contract.

5.   In the event of the Bank communicating its intention to terminate the Contract, Bidder shall continue to render such Services as it is required to under this RFP/bid and subsequent Contract, including but not limited to Facilities Management, support and maintenance for the Deliverables for a period up to 12 months following notice of intention to termination, until such time that the Bank indicates that it has been able to make alternative arrangements for the provision of such Services, in accordance with the terms, including those pertaining to payment, contained herein.

6.   Any other reason.

Other Rights or Remedies

Termination of the contract in whole or part is without prejudice to any other rights or remedies that either Party may have under the contract including the invocation of the performance guarantee by the Bank, and does not affect any accrued rights or liabilities of either Party at the date of termination.

Effects of Termination

Notwithstanding termination of the contract in whole or in respect of any part of the Services for any reason, the contract continues in force to the extent necessary to give effect to those of its provisions which expressly or implicitly have effect after termination; and

Where Bank terminates any Part of the Project, the parties shall continue to perform their respective obligations under the contract in connection with that portion of the Project in respect of which there has been no termination.

Consequence of Termination

If Bank terminates the contract in whole or in respect of any part of the Project in accordance with its terms, it will incur no liability to the Bidder as a result of such termination, other than:

- the charges or any other amounts due to Bidder up to the date of termination;
- amounts payable for any Services already performed at the date of the termination;
- amounts payable for Services yet to be performed but which the parties agree not to terminate; and
- In the event of partial termination, amounts payable for other portions of the Project.

- The Reverse Transition Fees payable as per reverse transition plan subject to Reverse Transition Services being provided to the satisfaction of the bank

The Bidder understands the largeness of this Project and that it would require tremendous commitment of financial and technical resources for the same from the Bidder for the tenure of this tender and subsequent Agreement/Contract. The parties therefore agree and undertake that an exit at any point in time resulting due to expiry or termination of this tender and subsequent Agreement/Contract for any reason whatsoever would be a slow process over a period of six (6) months, after the completion of the notice period of three (3) months, and only after completion of the Bidder's obligations under a reverse transition mechanism. During this period of Reverse Transition, the Bidder shall continue to provide the Deliverables and the Services in accordance with this tender and subsequent Agreement/Contract and shall maintain the agreed Service levels.

Upon Bank's request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party applications/solutions, and any Deliverables not owned by the Bidder, being used by the Bidder to provide the Services and (ii) the assignable agreements, Bidder shall, use its reasonable commercial endeavors to transfer or assign such agreements and Bidder's equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both parties.

Upon Bank's request in writing, Bidder shall be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by the Bidder to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

As part of the reverse transition services, Bank shall have the right, and Bidder shall not object to or interfere with such right, to contract directly with any Bidder's subcontractor.

Procedure for transition and migrating to the new appointed Bidder is as follows:

- Time frame for parallel run
- Skill transfer mechanism and in specific cases, the human resources requirement
- Reverse Transition Plan

Reverse Transition Services are the services provided by Bidder to Bank during the reverse transition period which will start after completion of the three (3) months' notice period to facilitate an orderly transfer of the Services to Bank or to an alternative third partly service provider nominated by Bank. Where Bank elects to transfer responsibility for service delivery to multiple Bidders, Bank will nominate a services provider who will be responsible for all dealings with such Bidders regarding the delivery of Reverse Transition Services.

The Reverse Transition Services, to be provided by the Bidder to the Bank shall include the following:

Software

- The Bidder shall ensure that all application vendors shall enter into separate annual maintenance agreements for maintenance of their respective software provided under this RFP and subsequent contract, upon commercially reasonable term and terms and conditions as available currently to the Bidder or better than the same.
- The Bidder shall provide appropriate training to the Bank's personnel or its designee(s) to enable them to maintain the Software provided under this RFP and subsequent contract. The same shall be scoped and charged additionally. Bidder shall ensure that if any data migration is required, the same shall be carried by the Bidder and a handover to be provided for the smooth transition of the operations.

Hardware

The Bidder shall provide a list of sub-contractors used by the Bidder for maintaining the hardware (including inter alia, servers, PC's etc.) under this RFP and subsequent contract and shall ensure that all such sub-contractors shall enter into separate annual maintenance agreements for maintenance of the hardware maintained under this RFP and subsequent contract, upon commercially reasonable terms and conditions as available currently to the Bidder or better than the same.

Knowledge Transfer

The Bidder shall provide such necessary information, documentation to the Bank or its assignee, for the effective management and maintenance of the deliverables under this RFP. Bidder shall provide documentation (in English) in electronic form of all existing procedures, policies and programs required to support the services. Such documentation will be subject to the limitations imposed by Bidder's Intellectual Property Rights of this RFP and shall include:

- Operational work instructions
- Listing of all events being monitored and the monitoring frequency
- Listing of all third (3rd) party vendors that have been directly relevant to the provision of the Services and that may be the subject of a request by Bank or the replacement service provider for assignment, cancellation or renovation

All trainings that the Bank feels are necessary to be imparted to the Bank or its designees' personnel, the same shall be scoped and charged additionally.

Parallel Run

The Bidder agrees that the parallel-run shall continue for a period of six months, post the notice period of six months, during which the Bidder shall adequately supervise the hand-over the various components of the Bidder's functions under this RFP.

Bidder must consult with Bank on any third party contracts between Bidder and third Parties that are necessary or useful for Bank or a third party to perform the Services and arrange for transfer or assignment of such third party contracts that Bank wishes to have transferred or assigned to Bank or a third party designated by Bank on commercially reasonable terms mutually acceptable to both parties.

Warranties

- All the warranties held by or in the name of the Bidder shall be assigned or transferred "As Is" in the name of the Bank. The Bidder shall execute any and all such documents as may be necessary in this regard.
- The parties shall return confidential information and will sign-off and acknowledge the return of such confidential information.
- Bidder shall provide all other services as may be agreed to by the parties in connection with the reverse transition services. However, in case any other services, in addition to the above are needed, the same shall be scoped and priced. Reverse transition services shall be charged based on Bidder's then current time and materials rates.
- The Bidder recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the Bidder agrees to provide all assistance and services required for fully and effectively transitioning the services provided by the Bidder under this tender and subsequent agreement, upon termination or expiration thereof, for any reason whatsoever.

13.6. Acceptance Testing

1. Bank will carry out the acceptance tests for testing of software, computer hardware and peripherals, system software, other equipment and other IT infrastructure supplied by the Bidder as a part of the project. The Bidder shall assist the Bank in all acceptance tests to be carried out by the Bank.
2. Bidder shall inform their readiness for any pre/post-delivery inspection at least 15 days in advance. Inspection of the centralized application and data base servers will be carried out at the DC/DRS. All reasonable facilities, tools and assistance including access to drawings and production data should be provided to Bank officials and the consultants during inspection. There shall not be any additional charges for such inspection.
3. There will be an acceptance test by Bank or its nominated representatives after installation of the systems. In case of discrepancy in hardware / software supplied, Bank will invoke Liquidated Damages which will be equal to the total cost of the hardware; Bank also reserves the right to cancel

the entire contract and the Bidder should take back their equipment at their costs and risks. The test will be arranged by the Bidder at the sites in the presence of the officials of Bank and / or its representatives. The warranty for the equipment's (including software and hardware provided by the Bidder pursuant to this Agreement) will commence after acceptance testing.

4. The Installation cum Acceptance Test and Check certificates jointly signed by representative of the bank and official or any consultant / auditor appointed by Bank will be received at the office of Bank along with Bidder invoice for scrutiny before taking up the request for consideration of payment.

13.7.   Ownership, Grant and Delivery

The Bidder shall procure and provide a non-exclusive, non-transferable, perpetual license to the Bank for all the software to be provided as a part of this project as per the license requirements mentioned in the RFP. Bidder can use the software/application at any of its branches and office locations without restriction and use of software by service providers on behalf of the Bank would be considered as use thereof by the Bank and the software should be assignable/ transferable to any successor entity of the Bank.

The license shall specifically include right

1. To Use. (i) to use the executable code version of the Software and all Enhancements, Updates and New Versions made available from time to time solely for business operations of the Bank; (ii) to use the Program Documentation for purposes of installing or operating the Programs and supporting the use of the Software by the Bank; (iii) to use the technical Training Materials for purposes of supporting users.

2. To Copy. (i) to copy the Software that operates on server systems to support the maximum number of Users (ii) to make additional copies of the Program Material for archival, emergency back-up, testing, or disaster recovery purposes; and (iii) to copy the Program Documentation to support its Users.

3. To work as interface: (i) to work with other Application Software packages at the Bank as interface; (ii) to allow other application software packages at the Bank to work as interfaces to the Software. If such interfacing requires any modification or change to the Software, such modification or change has to be carried out by the Bidder free of any additional License charge or fees or expenses.

4. Delivery: The Bidder, at the time of installation shall deliver to the Bank required copies of the object code version of the Software and the associated Program Documentation including operation manual and training material. The Bidder is required to deliver the detailed technical design documents of the end state solution deployed at the Bank. The Bidder, after customization shall deliver to the Bank required copies of the object code version of the customized Software and the associated Program Documentation including operation manual and training material. The Bidder, after modifications, updates or new versions shall deliver to the Bank required copies of the revised object code version of the latest Software and the revised associated Program Documentation including operation manual and training material. The Bidder after developing workaround and customization codes outside the core software application package shall deliver to the Bank required copies of the source code and object code version of the work around components and the associated Program Documentation including operational manual and training manual. The Program Documentation shall consist of required number of User Manuals per branch/office, Data Centre and Disaster Recovery site. The program documentation shall be supplied by the Bidder to the Bank both in hard copy and soft copy forms (MS word format and HTML Browser format). The operational manual shall be provided by the Bidder under help menu in the software as dynamic online documentation/help files, wherever applicable. The object code version of the Software, executable and required run-time files shall be on Compact Disc or on any such media as desired by the Bank as may be applicable.

5. Rights: The Bidder shall ensure that the equipment (including hardware and software) does not infringe third party intellectual property rights. If a third party's claim endangers or disrupts the Bank's use of the software, the Bidder shall be required to, at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the equipment in accordance with the terms of this RFP and the Agreement and the license agreement; or (ii) modify the equipment without affecting the functionality in any manner so as to avoid the infringement; or (iii) replace the equipment with a compatible, functionally equivalent and non-infringing product; or

(iv) refund to the Bank the amount paid for the infringing software and bear the incremental costs of procuring a functionally equivalent equipment from a third party, provided the option under the sub clause (iv) shall be exercised by the Bank in the event of the failure of the Bidder to provide effective remedy under options (i) to (iii) within a reasonable period determined by the Bank at its sole discretion which would not affect the normal functioning of the Bank. The Bidder shall have no liability for any claim of infringement based on (i) a claim which continues because of the Bank's failure to use a modified or replaced software that is at least functionally equivalent to the software, or the Bank's failure to use corrections, fixes, or enhancements made available and implemented by the Bidder, despite notice of such failure by the Bidder in writing, (ii) any change, not made by or on behalf of the Bidder, to some or all of the software/deliverables supplied by the Bidder or modification thereof; or (iii) the Bank's continued misuse of some or all of the software/deliverables or any modification thereof despite notice from the Bidder of such misuse in writing.

Wherever the Company proposes to procure Enterprise wide licenses, such licenses should have no restriction or limitation on the number of branches, offices, locations, users, transactions, policies, claims, environments.

13.8.   Compliance with Laws

1. *Compliance with all applicable laws:* The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

2. *Compliance in obtaining approvals/permissions/licenses:* The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/officers/staff/personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

3. This indemnification is only a remedy for the Bank. The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court and arbitration awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

13.9.   Assignment

1. The Bidder agrees that the Bidder shall not be entitled to assign any or all of its rights and/or obligations under this tender and subsequent agreement to any entity including Bidder's affiliate without the prior written consent of the Bank.

2. If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFP/contract shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Bank and the Bidder under this RFP.

13.10.   Insurance

1. The Bidder shall procure insurance coverage to include comprehensive general liability insurance, third party accident insurance and all risk property insurance in respect of the deliverables and the services provided by the Bidder under this tender and subsequent Agreement/Contract to insure the

deliverables and the Bank against losses arising out of this tender and subsequent Agreement/Contract and such insurance shall be valid until such time they are delivered, installed, commissioned and accepted by the Bank. Insurance coverage post the acceptance through to the period of the contract will be independently done by the Bank.

2. The Bidder shall cause its insurers to issue certificates of insurance evidencing that the coverage and policy endorsements required under this RFP are maintained in force and that not less than thirty (30) days' written notice shall be given to the Bank prior to any modification, cancellation, or non-renewal of the policies. The Bidder shall provide copies of the insurance to the Bank. The insurers selected by the Bidder shall be of good standing and authorized to conduct business in all jurisdictions in which this tender and subsequent Agreement/Contract is to be performed.

3. In the case of loss or damage or other event that requires notice or other action under the terms of any insurance coverage, the Bidder shall be solely responsible to take such action. The Bidder shall provide the Bank with contemporaneous notice and with any other information that the Bank may request regarding such event. The Bank shall provide to the Bidder reasonable assistance and cooperation, at the Bidder's expense, with respect to any insurance claim. The Bidder shall not hold the Bank responsible for rejection of the insurance claims of the Bidder by the insurer.

4. The Bidder's obligation to maintain insurance coverage hereunder shall be in addition to, and not in lieu of, the Bidder's other obligations hereunder, and the Bidder's liability to the Bank shall not be limited to the amount of coverage required hereunder.

13.11.   Inspection of Records

All Bidder records with respect to any matters covered by this tender shall be made available to the Bank or its designees at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank would execute confidentiality agreement with the Bidder, provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under this RFP and subsequent contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities. The Bidder's records and sites managed for the Bank shall also be subject to Regulator/Bank inspection.

13.12.   Escrow Mechanism

1. The Bank and the Bidder shall agree to appoint an escrow agent to provide escrow mechanism for the deposit of the source code for the integrated HRMS software supplied/procured by the Bidder to the Bank in order to protect its interests in an eventual situation. In case of a disagreement between the Bank and the Bidder regarding appointment of an escrow agent, the Bank shall appoint an escrow agent in its entire discretion which shall be final and binding on the Bidder. The Bank and the Bidder shall enter into a tripartite escrow agreement with the designated escrow agent, which will set out, inter alia, the events of the release of the source code and the obligations of the escrow agent. Costs for the Escrow will be borne by the Bidder. As a part of the escrow arrangement, the final selected Bidder is also expected to provide a detailed code documentation of the integrated HRMS application which has been duly reviewed by an external independent organization.

2. The Escrow arrangement suggested by the Bidder shall not be binding on the Bank. The Bank reserves the right to explore alternate escrow mechanisms based on the Bank's existing practices. The Bank and the Bidder may enter into such escrow arrangement that is mutually agreed upon by the two parties.

13.13.   Publicity

The Bidder shall not make any press releases or statements of any kind including advertising using the name or any service marks or trademarks of the Bank regarding the contract or the transactions contemplated hereunder without the explicit written permission of the Bank. The Bidder shall not, use the Bank's name as a reference, without the express written permission of the Bank first being obtained, and then only strictly in accordance with any limitations imposed in connection with

providing such consent. The Bank agrees not to use the Bidder's trade or service marks without the Bidder's prior written consent.

13.14.   Solicitation of Employees

During the term of the Contract and for a period of two years after any expiration of the contract period/termination or cancellation of the Contract, both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and two year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and two year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party.

The above restriction would not apply to either party for hiring such key personnel who
1. initiate discussions regarding such employment without any direct or indirect solicitation by the other party; or
2. respond to any public advertisement placed by either party or its affiliates in a publication of general circulation

13.15.   Bidder's Liability

1. The Bidder's aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the value of the contract. The Bidder's liability in case of claims against the Bank resulting from misconduct or gross negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.
2. The Bank shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the Bidder as part of this RFP.
    In no event shall the Bank be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this tender and subsequent agreement or the hardware or the software delivered hereunder, howsoever such liability may arise, provided that the claims against customers, users and service providers of the Bank would be considered as a direct claim.

13.16.   Negligence

In connection with the work or contravenes the provisions of general terms, if the selected bidder neglects the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the bank, in such eventuality the bank may after giving notice in writing to the selected bidder, calling upon him to make good the failure, neglect or contravention complained of , within such timelines as may be deemed reasonable and in default of the said notice, the bank shall have the right to cancel the contract holding the selected bidder liable for the damages that the bank may sustain in this behalf. Thereafter, the Bank is to be compensated for good the failure at the risk and cost of the selected bidder.

13.17.   Monitoring and Audit

Compliance with security best practices may be monitored by periodic computer security audits performed by or on behalf of the Bank. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of: access and authorization procedures, physical security controls, backup and recovery procedures, security controls and program change controls. To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Bidder shall afford the Bank's representatives access to the Bidder's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Bidder must provide the Bank access to various monitoring and performance measurement systems (both manual and automated). The Bank has the right to get the monitoring and

performance measurement systems (both manual and automated) audited without prior approval/notice to the Bidder.

13.18. Guarantees

1. Bidder shall guarantee that the software and allied components used to service the Bank are licensed and legal. All hardware and software must be supplied with their original and complete printed documentation.
2. The Bidder also undertakes to keep all the licenses in force till the expiry of the contract period by renewing them as and when necessary.

13.19. Force Majeure

1. The Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
2. For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include Acts of God or of public enemy, acts of Government of India in their sovereign capacity and acts of war, revolution, civil commotion, riots, natural calamities, etc.
3. If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform Bidder's obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
4. In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the Bidder shall hold consultations in an endeavor to find a solution to the problem.

13.20. Resolution of Disputes

1. The Bank and the Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers of the Bank and the Bidder, any disagreement or dispute arising between them under or in connection with the contract.
2. If the Bank project manager and Bidder project manager are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and Bank respectively.
3. If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and Bank, the Bank and the Bidder have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution through formal arbitration.
4. All questions, claims, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties failing which the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the presiding arbitrator. The award of the Arbitral Tribunal shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Pune.
5. If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.

6. This RFP document shall be governed and construed in accordance with the laws of India. The courts of Pune alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP document.

13.21. Corrupt and Fraudulent practice

1. As per Central Vigilance Commission (CVC) directives, it is required that Bidders/Suppliers/Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

2. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.

3. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

4. The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

5. The Bank reserves the right to declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

6. The successful bidder will be required to enter into an integrity pact with the bank as per the CVC guidelines. The integrity pact is available on the CVC website.

13.22. Waiver

No failure or delay on the part of either party relating to the exercise of any right, power, privilege or remedy provided under this RFP or subsequent agreement/contract with the other party shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this RFP all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

13.23. Violation of Terms

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

13.24. Addition/Deletion of Qualified Offerings

1. Both parties agree that the intent of this tender is to establish an initial set of service offerings. The Bank recognizes that, as the use of these services expands, it is possible that additional services and/or service categories will be needed. In addition, the Bank recognizes that from time to time, hardware and software products that are provided as part of Bidder services will be upgraded or replaced as technology evolve. Replacement and/or supplemental hardware and software products that meet or exceed the minimum proposal requirements may be added with the prior approval of the Bank. For this purpose, a Change Order Procedure will be followed. Bank may request a change order in the event of actual or anticipated change(s) to the agreed scope of work, services, deliverables and schedules. The Bidder shall prepare a change order reflecting the actual or anticipated change(s) including the impact on deliverables schedule. The Bidder shall carry out such services as required by the Bank. The terms of the contract would apply to such incremental deliverables and services.

2. The Bidder shall agree that the price for incremental offering cannot exceed the original proposed cost and the Bank reserves the right to re-negotiate the price. At the unit rates provided for TCO calculations, the Bank has the right to order as much as it wants at those rates. However, this excludes the hardware to be provided by the Bidder at their cost due to under sizing.

3. The Bank is under no obligation to honor such requests to add service categories or amend this contract.

4. As a method for reviewing Bidder services and Bank requirements, the Bank will sponsor regular reviews to allow an exchange of requirements and opportunities.

5. All quantities mentioned in this RFP are indicative. The quantities of components to be procured as part of this tender can be varied by the Bank. This also includes the right to modify the number of source systems, targets, reports & statements, dash boards, score cards, concurrent users etc.

13.25. Service Level Agreement

Selected Bidder shall be required to sign Service Level Agreement (SLA) covering all terms and conditions of this tender.

13.26. Liquidated Damages

1. Bank expects that the Bidder complete the scope of the project as mentioned in section 9 – Project timeline of this document within the timeframe specified. Inability of the Bidder to either provide the requirements as per the scope or to meet the timelines as specified would be treated as breach of contract and would invoke the Liquidated Damages clause. The proposed rate of Liquidated Damages would be 0.5% of the entire project cost/TCO per week of delay or non-compliance. Bank at its discretion may apply this rule to any major non-delivery, non-adherence, non-conformity, non-submission of agreed or mandatory documents as part of the Project.

2. Thereafter, at the discretion of the Bank, the contract may be cancelled. Bank also has the right to invoke the Performance Guarantee. Liquidated Damages on delay will be applicable when the delay is not attributable to Bank and is attributable to the Bidder.

3. Inability of the Bidder to provide services at the service levels defined would result in breach of contract and would invoke the Liquidated Damages clause.

4. Notwithstanding anything contained above, no such Liquidated Damages will be chargeable on the Bidder for the inability occasioned, if such inability is due to reasons entirely attributable to Bank.

5. The maximum amount that may be levied by way of *Liquidated Damages pursuant to clause above shall not exceed 20% of the Total Contract value.*

6. The Bidder agrees, confirms and acknowledges that, the aforesaid amount represents a reasonable assessment made by the Bidder and Bank of the damages likely to be caused to Bank owing to such breach on the part of the Bidder, and therefore, represents the size of the liquidated damages payable by the Bidder to Bank. The Bidder agrees, confirms and acknowledges that the aforesaid amount is not in the nature of "penalty".

13.27. Information Ownership

All information processed, stored, or transmitted by Bidder equipment belongs to the Bank. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

ISMS Framework (ISO 27001:2005): The bidder and the team shall abide by the ISMS framework of the Bank which includes Incident Management, Change Management, Capacity Management, Configuration Management etc.

13.28. Sensitive Information

Any information considered sensitive must be protected by the Bidder from unauthorized disclosure, modification or access.
Types of sensitive information that will be found on Bank system's the Bidder may support or have access to include, but are not limited to: Information subject to special statutory protection, legal

actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

13.29. Privacy and Security Safeguards

The Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder under this contract or existing at any Bank location. The Bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The Bidder shall also ensure that all sub-contractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder under this contract or existing at any Bank location.

13.30. Consortium of Vendors

Bidders may form a consortium and bid for the RFP, as it is Bidder's expectation to implement the most appropriate hardware and software products and maintain policies and procedures to serve the Bank. However, in this case, Bank will deal with only the prime Bidder as a single point of contact who shall have the sole responsibility for the entire assignment irrespective of the fact that it is only the part of the consortium. Each Bidder consortium shall name the Bidder who shall have the single point responsibility for the consortium in their bid responses. The bid would be a consortium bid if:

- The Bidder is proposing (as part of the solution) some products, which are not owned by the Bidder;
- The Bidder is proposing (as part of the solution) some services which are provided on behalf of another vendor; or
- The Bidder is proposing a product on behalf of another vendor.

In the case of a consortium of vendors responding to this RFP, the following rules will be applicable:

- The Bidder is required to provide proof that the Bidder is authorized to bid with the products that it does not own. This would be in the form of a (copy of) letter authorizing the Bidder from a duly constituted attorney as per Appendix 10 – Manufacturers Authorization Form and/or a (copy of) back-to-back agreement between the concerned parties.
- The responsibility for the details presented in the responses will be with the Bidder, which will form part of the final legal contract. The Bidder will be totally responsible for delivering contractual services end-to-end and will be a single point of contact; and
- The responsibility for the commercial bid lies with the Bidder. Bank would only deal with one party (the Bidder) on all commercial and legal matters.
- The vendors who are a part of the consortium cannot be changed, without the written permission of the Bank once the Technical and Commercial bids have been submitted in response to the RFP by the Bidder.
- It is expressly clarified that even in the case of a consortium; the selected Bidder shall have the single-point responsibility/liability to ensure the fulfillment of all obligations of the consortium vendors under the contract.
- The inter-se arrangement amongst the members of the consortium shall not affect the liability of Bidder in terms hereof.
- The Bidder should provide a responsibility matrix for all sub-contracted arrangements for the execution of this project.
- The Bidder is expected to provide a status on responsibility matrix on a year on year basis or if there is a change, whichever is earlier.

13.31. Confidentiality

1. "Confidential Information" means any and all information that is or has been received by the Bidder ("Receiving Party") from the Bank ("Disclosing Party") and that relates to the Disclosing Party; and

is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.

2. Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials relating to the licensed software, the modules, the program documentation, the source codes, the object codes and all enhancements and updates, services, systems processes, ideas, concepts, formulas, methods, know how, trade secrets, designs, research, inventions , techniques, processes, algorithms, schematics, testing procedures, software design and architecture, computer code, internal documentation, design and function specifications, product requirements, problem reports, analysis and performance information, business affairs, projects, technology, finances (including revenue projections, cost summaries, pricing formula), clientele, markets, marketing and sales programs, client and customer data, appraisal mechanisms, planning processes, etc. or any existing or future plans, forecasts or strategies in respect thereof.

3. "Confidential Materials" shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable. Information disclosed pursuant to this clause will be subject to confidentiality forever.

4. Nothing contained in this clause shall limit the Bidder from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this clause, provided further that the Bidder shall at no point use the Bank's confidential information or Intellectual property.

5. The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not use the Bank's confidential information or IPR, without obtaining the written consent of the Bank.

13.32. Disclosing Party

1. The Disclosing Party shall disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, company or any other entity other than its directors, partners, advisers, agents or employees, sub-contractors and contractors who need to know the same for the purposes of maintaining and supporting the Software provided as a part of the project. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub-contractors and contractors is in accordance with the terms and conditions and requirements of this tender; or

2. Unless otherwise agreed herein, use of any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.

3. In maintaining confidentiality hereunder, the Receiving Party on receiving the Confidential Information and materials agrees and warrants that it shall:

4. Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure

5. Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party

6. Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document

7. Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately

return to the Disclosing Party all such information and materials, in whatsoever form, including any and all copies thereof

8. The Receiving Party who receives the Confidential Information and Materials agrees that on receipt of a written demand from the Disclosing Party, immediately return all written Confidential Information, Confidential Materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control

9. To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party

10. So far as it is practicable to do so, immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control

11. To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries, the requirements of this paragraph have been fully complied with

12. The rights in and to the data/information residing at the Bank's premises, even in the event of disputes shall at all times solely vest with the Bank

13. The Bidder represents and agrees that during the term of this RFP and subsequent contract or until the Bank takes over the Deliverables from the Bidder, whichever is earlier, the Bank shall not be responsible for any loss/damage (including malfunctioning or non-functioning of Deliverables) caused to the Deliverables for any reason, unless such loss/damage (including malfunctioning or non-functioning of Deliverables) is caused due to the willful act or gross willful misconduct of the Bank or any of its personnel as certified jointly by the Bank and Bidder. In such an event, the Bidder shall promptly repair and/or replace the non-performing Deliverable with a suitable replacement, if required, without affecting the service level standards in this RFP.

14. The restrictions in the preceding clause shall not apply to:

15. Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document); or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same

16. Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure

17. The Confidential Information and Materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document or subsequent agreement

18. Confidential Information is any and all proprietary information disclosed by one party to the other. Confidential Information does not include information that is or becomes available to the recipient prior to the party providing such information or is public information in accordance with the applicable laws. Software in human-readable form (e.g. source code) and the Bank's data values stored in computers will be considered Confidential Information whether or not marked as such.

19. As the successful Bidder will have access to Bank specific information/acquire business related knowledge which are sensitive, confidential etc., the Bidder is required to sign confidentiality (Non – Disclosure) agreement not to disclose or part with any information relating to the Bank or its customers, vendors etc. to any person/s for any reason whatsoever. The successful Bidder shall also undertake to keep confidential all information (written or oral) concerning all facts of the business of the Bank, which has been obtained or understood during the course of the assignment.

20. The confidentiality obligations shall survive the expiry or termination of the agreement/contract between the Bidder and the Bank.

13.33. Technological Advancements

The Bidder shall take reasonable and suitable action, taking into account economic circumstances, at mutually agreed increase/decrease in charges, and the Service Levels, to provide the Services to the Bank at a technological level that will enable the Bank to take advantage of technological advancement in the industry from time to time.

13.34. Intellectual Property Rights

1. The Bidder claims and represents that it has obtained appropriate rights to provide the Deliverables upon the terms and conditions contained in this RFP. The Bank agrees and acknowledges that save as expressly provided in this RFP, all Intellectual Property Rights in relation to the Software and Documentation and any adaptations, translations and derivative works thereof whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the Bidder during, in connection with or in relation to fulfilling its obligations under this RFP belong to and shall remain a property of the Bidder or its licensor.
2. During the term of this project and, if applicable, during the Reverse Transition Period, Bank grants Bidder a right to use at no cost or charge the Software licensed to the Bank, solely for the purpose of providing the Services.
3. The Bidder shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Software used by the Bidder in performing its obligations under this project. The Bidder shall also be responsible for renewal of all such licenses from time to time during the contract period. The Bidder shall quote for all such renewals in the commercial bid and in case the Bidder fails to quote for renewal of any licenses in the bid, the Bidder shall renew such licenses at his cost and the bank shall not pay for other than the commercials mentioned in the price bid.
4. The Bidder shall under no circumstances, allow any license to expire and allow any software to be out of support during the contract period. If a third party's claim endangers or disrupts the Bank's use of the Software, the Bidder shall at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the Software in accordance with the terms of this tender and subsequent Agreement and the license agreement; or (ii) modify the Software without affecting the functionality of the Software in any manner so as to avoid the infringement; or (iii) replace the Software with a compatible, functionally equivalent and non-infringing product.

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Annexures & Appendices

List of Annexures:

Annexure 01	Eligibility criteria
Annexure 02	Technical specifications
Annexure 03	Credential strengths
Annexure 04	Rules for reverse auction
Annexure 05	FAQs

List of Appendices:

Appendix 01	Functional Specifications
Appendix 02	Bill of Materials
Appendix 03	Authorization letter format for bid opening
Appendix 04	Bid undertaking letter
Appendix 05	Pro forma for Bank Guarantee format in lieu of DD
Appendix 06	Comments on T&C
Appendix 07	Conformity letter
Appendix 08	Conformity with hardcopy letter
Appendix 09	Proposed partners
Appendix 10	Manufacturers authorization form
Appendix 11	Pre Bid query format
Appendix 12	Experience format
Appendix 13	Project team profiles
Appendix 14	DC & DRC hosting requirements
Appendix 15	Reverse auction compliance statement
Appendix 16	Price bid confirmation post reverse auction