**DISCLAIMER**

The information contained in this Request for Proposal (“RFP”) document or information provided subsequently to bidders or applicants whether verbally or in documentary form by or on behalf of Andhra Pragathi Grameena Bank (or Bank), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided. This RFP document is not an agreement and is not an offer or invitation by Andhra Pragathi Grameena Bank to any parties other than the applicants who are qualified to submit the bids (hereinafter individually and collectively referred to as “Bidder” or “Bidders” respectively). The purpose of this RFP is to provide the Bidders with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder requires. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. Andhra Pragathi Grameena Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. The information contained in the RFP document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that a Bidder requires. Andhra Pragathi Grameena Bank does not undertake to provide any Bidder with access to any additional information or to update the information in the RFP document or to correct any inaccuracies therein, which may become apparent.

Andhra Pragathi Grameena Bank reserves the right of discretion to change, modify, add or alter any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be published on the Bank's Website (**https://www.apgb.in**) or GeM portal and it will become part and parcel of RFP.

Andhra Pragathi Grameena Bank in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Andhra Pragathi Grameena Bank reserves the right to reject any or the entire Request for Proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of Andhra Pragathi Grameena Bank shall be final, conclusive and binding on all the parties.

**Abbreviations used in this Document**:

|  |  |  |
| --- | --- | --- |
|  | ATS | Annual Technical Support |
|  | BG | Bank Guarantee |
|  | BOM | Bill of Material |
|  | DD | Demand Draft |
|  | IT | Information Technology |
|  | EMD | Earnest Money Deposit |
|  | GST | Goods and Service Tax |
|  | HO | Head Office |
|  | HTTP | Hyper Text Transfer Protocol |
|  | HTTPS | Hyper Text Transfer Protocol Secure |
|  | LD | Liquidated Damage |
|  | MAF | Manufacturer Authorization Form |
|  | MSME | Micro Small & Medium Enterprises |
|  | MSE | Micro & Small Enterprises |
|  | MTBF | Mean Time Between Failure |
|  | MTTR | Mean Time To Restore |
|  | NEFT | National Electronic Funds Transfer |
|  | NI Act | Negotiable Instruments Act |
|  | OEM | Original Equipment Manufacturer |
|  | OS | Operating System |
|  | OSM | Original Software Manufacturer |
|  | RFP | Request For Proposal [Inter-alia the term ‘Tender’ is also used] |
|  | RTGS | Real Time Gross Settlement |
|  | MEITY | Ministry of Electronics and Information Technology |
|  | CBS | Core Banking System. |
|  | PO | Purchase Order |
|  | SaaS | Software as a Service |

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# BID DETAILS

|  |  |  |
| --- | --- | --- |
| **#** | **Subject** | **Date/time** |
| 1 | RFP Ref. Number & Date | GEM/2023/B/3643897 dated 10/07/2023 |
| 2 | Last Date for receipt of Queries | 17/07/2023 |
| 3 | Pre-bid meeting date (virtually) | 18/07/2023 |
| 5 | Last date for receipt of Bid Documents (Both online and hard copy) | 31/07/2023 5.00 PM |
| 6 | Date & Time of Opening of Technical  Bids\* | 31/07/2023 5.30 PM |
| 7 | Contact details | The General Manager  Andhra Pragathi Grameena Bank,  Head Office, II Floor,  Department of Information Technology,  Beside Mariyapuram Church, Akkayapalle,  KADAPA-516 003  YSR Kadapa Dist, AP |
| 8 | Address for Submission of Bids & Opening of Bids | The General Manager  Andhra Pragathi Grameena Bank,  Head Office, II Floor,  Department of Information Technology,  Beside Mariyapuram Church, Akkayapalle,  KADAPA-516 003  YSR Kadapa Dist, AP |
| 9 | Website address | www.apgb.in |
| 10 | E-mail address for communication | [apgbdit@apgb.in](mailto:apgbdit@apgb.in)  [hodit\_hw@apgb.in](mailto:hodit_hw@apgb.in) |
| 11 | R F P Fee | NIL |
| 12 | E M D Amount | ₹15,00,000/- |

# About Andhra Pragathi Grameena Bank

Andhra Pragathi Grameena Bank Bank is a Regional Rural Bank having 552 branches network in Anantapuramu, Annamaiah, Bapatla, YSR Kadapa, Kurnool, Nandyal, SPSR Nellore, Prakasam, Sri Satya Sai and Balaji districts of A.P. Andhra Pragathi Grameena Bank Head office is located at Door. No,27/2, P.B. No 65, Head Office, Andhra Pragathi Grameena Bank, Near Mariyapuram Church, Akkayapalli, Kadapa, Andhra Pradesh, 516003.

The Bank is a forerunner in implementation of IT related products, services, and continuously making efforts to provide the state of art technological products to its customers.

Definitions

* ‘Bank’ means unless excluded by and repugnant to the context or the meaning thereof, shall mean **‘Andhra Pragathi Grameena Bank’**, described in more detail in paragraph 1 above and which has invited bids under this Request for Proposal and shall be deemed to include it successors and permitted assigns.
* ‘RFP’ means Request for Proposal for “Supply, Installation and Maintenance of **HRMS in Andhra Pragathi Grameena Bank,”**
* ‘Bidder’ means a vendor submitting the proposal in response to the RFP.
* ‘Product’ means “Supply, Installation and Maintenance of HRMS in Andhra Pragathi Grameena Bank,”
* ‘Contract’ means the agreement signed by successful bidder and the Bank at the conclusion of bidding process, wherever required.
* ‘Selected bidder’ / Successful bidder’/ ‘T1L1 bidder’ means the bidder who is found to be the bidder after conclusion of the bidding process, subject to compliance to all the Terms and Conditions of this RFP.

# About RFP

The Bank wishes to engage a solution provider for providing Human Resource Management Solution (HRMS) in hosted SAAS model on subscription basis. In this connection, Bank invites Bid for Selection of bidder for Implementation of HRMS as per the Terms & Conditions, Functional & Technical Specifications and Scope of Work described elsewhere in this document.

# Objective

Bank intends to engage a solution provider for Implementation of HRMS as per the Terms & Conditions, Functional & Technical Specifications and Scope of Work described elsewhere in this document.

# RFP Validity period

RFP responses must remain valid and open for evaluation according to their terms for a period of at least 180 days from the Bid end date. The Bank shall have the right at its sole and absolute discretion to continue the assignment/contract on the selected vendor for future requirement for various items/activities as described in the RFP after expiry of current assignment period.

IMPORTANT POINTS TO BE NOTED

* If any bid is found to contain technical and commercial bid together or commercials are provided along with the technical bid, then that offer will be rejected outright.
* The RFP response documents should be submitted through online
* All letters must be addressed to the following:

The General Manager

Andhra Pragathi Grameena Bank,

Head Office, II Floor,

Department of Information Technology,

Beside Mariyapuram Church, Akkayapalle,

KADAPA-516 003

YSR Kadapa Dist, AP

* Only one submission of response to RFP by each Respondent will be permitted.
* All responses would be deemed to be irrevocable offers / proposals from the Respondent and may if accepted by the Bank form part of the final contract between the Bank and selected Respondent.
* The response should be organized and all the pages of the proposal including annexure and documentary proofs should be numbered and be signed by the authorized signatory.
* Unsigned responses would be treated as incomplete and are liable to be rejected.

# Commercial Bid

The Commercial Offer should give all relevant price information and should not contradict the Technical Offer in any manner. There should be no hidden costs for items quoted.

The offer must be made in Indian Rupees only and the offer should include all applicable taxes and other charges, if any.

The Bank is not responsible for the arithmetical accuracy of the bid. The vendors will have to ensure all calculations are accurate. The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the Vendor. The Bank at a later date will not accept any plea of the vendor or changes in the commercial offer for any such assumptions

# Eligibility Criteria

A vendor submitting the proposal in response to this RFP shall hereinafter be referred to as ‘Bidder’ and Implementation of HRMS hereinafter be referred as “Solution”.

Interested Bidders, who can Implement HRMS under SAAS Model and meeting the Eligibility Criteria as per **Annexure-3** may respond.

# Participation Methodology

* In a tender either the partner/distributor/System Integrator on behalf of the OSM or OSM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
* If a partner/distributor/System Integrator bids on behalf of the OSM, the same partner/distributor/System Integrator shall not submit a bid on behalf of another OSM in the same tender for the same item/product.
* In the event partner/distributor/System Integrator fails in their obligations to provide the product updates (including management software updates and new product feature releases) within 30 days of release/announcement, the OSM should assume complete responsibility on behalf of the partner/distributor/System Integrator to provide the same to the bank at no additional cost to the bank and will directly install the updates, upgrades and any new product releases at the Bank’s premises. To this effect Bidder should provide a dealer/distributor certificate as per **Annexure-17.**

# Requirement Details

Bank invites offers for Selection of solution provider for implementation of HRMS under SAAS Model for various Branches/Offices of the Bank as per the Terms & Conditions, Functional & Technical Specifications and Scope of Work described elsewhere in this document. The brief description of the solution is furnished in following table:

|  |  |
| --- | --- |
| **#** | **Item Details** |
| **1** | **Implementation of HRMS under SAAS Model** |

Detailed technical & functional specification and requirement for the above is furnished in **Annexure-10 and Annexure-11.** All the Services ordered for the Implementation of the **HRMS under SAAS Model** should be available for 5 Years and extended period, if any.

# BID PREPARATION AND SUBMISSION

Documents described below are to be submitted online besides submitting hard copies with signature of authorized signatory and official stamp of the organization.

**PART-I Eligibility Bid**

The Eligibility Bid containing the response to eligibility requirements for the solutions and other applications is to be submitted online (GeM) for **selection of cloud-based Human Resource Management System (SaaS) in response to the RFP No. GEM/2023/B/3643897 dated 10/07/2023** by submitting all the required documents mentioned in Appendix-A

**PART-II Technical & Functional Bid**

Technical Bid containing specific response with supporting documents in respect of technical eligibility criteria as mentioned in Appendix-B is to be submitted online (GeM) for **selection of cloud- based Human Resource Management System (SaaS)** in response to the RFP No. **GEM/2023/B/3643897 dated 10/07/2023** by submitting all the required documents mentioned in Appendix-B

**PART-III Commercial Bid**

The commercial price Bid as per Anenxure-19 is to be submitted online (GeM) for **selection of cloud- based Human Resource Management System (SaaS)** in response to the RFP No. **GEM/2023/B/3643897 dated 10/07/2023**

The commercial price Bid should contain prices strictly as mentioned in Annexure-19. The commercial price Bid must include all the price components mentioned. Prices are to be quoted in Indian Rupees only. Bid shall be submitted along with the annexures mentioned in Appendix-C

# Scope of Work

## Existing Setup:

Currently the monthly payroll and leaves are operated through a standalone application with a limited functionality that is available for Head Office – HR Department only and all the other HR related processes are carried out manually in the form of application forms/salary change forms/paper based request forms etc. The HRM functions are centralized and managed at Head Office. The various areas that is being handled by HRMS is Manpower planning, Recruitment, On boarding, Leaves, Payroll, pension payment, Terminal Benefits, Trainings, performance appraisals, Transfers, promotions and all the other administrative actions required for human resources management of the bank.

## Detailed Scope of Work

* The scope for this project is the end-to-end design, deployment, management, and maintenance of a cloud based Human Resource Management System (SaaS) for Bank. The solution must be offered using the software-as-a-service (SaaS) model
* Deployment of the solution as per Solution Design, including code development, system configurations in a cloud environment, and all the technical activities required to deliver a working solution
* Implementation of the solution in the cloud environment (including backup, disaster recovery, user setup, etc.)
* The Bidder must ensure that the SaaS service being offered should be MeitY compliant with all applicable RBI regulations and legal requirements in India.
* The Bidder will be responsible to integrate and manage third- party components required for deploying a complete solution. These include, but are not limited to:
* cloud system
* Payment systems
* Message systems
* Bank during the period of the Contract, based on its technical and functional requirements may intend to add additional third- party applications and interfaces to the system. The Service Provider must extend all necessary support and assistance for addition to the Solution with the required third-party applications and interfaces desired by Bank at no additional costs.
* Cloud-Native Application & Deployment
* Any new government/ regulatory requirements that impact the provided solution to Bank need to be incorporated as a feature upgrade or an enhancement or a patch and should be provided to Bank at no additional cost on priority during the period of the contract.

A declaration to this effect must be submitted by the Bidder with the technical Bid

* Bidder should secure Bank’s data while transiting, processing, at the store, during backup and archival, over external media, etc. with latest & secured encryption standards.
* Bidder should be willing to implement an efficient and sufficient preventive control to protect Bank’s interests against any damage under section 43 of IT Act
* Bidder should ensure that all default admin and root users are deleted/disabled, and access is based on user-specific IDs and all such accesses are logged
* Bidder should perform periodic DR Drills (atleast twice in a year) as per the directions of RBI
* Bidder should define proper access control for protecting Bank’s data and access to the data is strictly on a need-to-know Basis
* Bidder should ensure that the key used by it to encrypt Bank’s data should be different i.e., it should not be the same that was/is used for other clients
* Bidder to put in place a system of obtaining approval from Bank before carrying out any changes in their environment
* Bidder to confirm that it will not take any crucial decisions on behalf of Bank without written approval from Bank
* Bidder to confirm that it will not share Bank’s data to any other party for any purpose without prior permission of Bank
* The selected Bidder will be responsible for providing regular backup, disaster recovery (DR) services under the standard hosting agreement
* DR site to be provided by the same cloud provider, be part of a professionally managed data center, located in a different seismic zone
* HRMS Application Development and Customization
* Bank’s existing HR process study, Detailed Requirement Gathering
* Design, Development, Customization of web based HRMS application and mobile application (Android and iOS)
* Selected bidder has to arrange and manage SMS gateway on their own and make arrangements for integration with Bank specific e-mail solution
* Application Testing and roll out on bank’s go live sign off.
* The bidder should provide the HRMS application with required functionalities in consultation with Bank prior to designing the solution.
* The bidder is to migrate the existing data from the legacy systems to proposed application. The validation of the migrated data is to be ensured with 100% accuracy.
* The proposed HRMS application is to be hosted on cloud model.
* Post implementation support for the HRMS web and mobile application for a period of five years.
* Post implementation support for all hosting infrastructure for a period of five years.
* Training to approximately 50 employees to act as trainer for the rest of the staff in the branches/offices.
* Online user manual and FAQs for all the functionalities of the HRMS application.
* The bidder shall provide the solution using suitable technology platform to meet the requirements of the bank for HRMS application. The title of the application must be transferred to the bank at the end of development.
* The bidder shall provide the solution with the best practices available for the solution that is suitable exclusively for banks.
* All the functionalities as specified under the section Functional requirement specification needs to be provided by the bidder while proposing the solution.
* The bidder has to propose the solution with the requisite user authentication and authorization as well as IT Security controls.
* In addition to the bidder proposed MIS, all the registers and reports as per bank’s requirement is to be incorporated in the MIS of the proposed application.
* It shall be the responsibility of the bidder to arrange for necessary development tools (Hardware/Software) during development/customization/integration and testing of HRMS application.
* The application should be a browser based application and should run on all major browsers (IE, Edge, Chrome, Firefox)
* The interface of the HRMS application should be user friendly and easy to operate as the users shall also include Office Attendants.
* The bidder is expected to use data model that can capture more business rules and easy to validate. The bidder should consider mechanism that would maintain performance to manage very high volumes of data.
* The application should provide robust reporting capabilities. Application should provide reports using standard tools and should be able to generate output in multiple formats including PDF, EXCEL, Docx etc. The output should be enabled with an option through email and can be printed.
* The application should provide administrative office staff with adhoc query and analysis capability. Application should create new analysis capability such that any data can be analyzed from scratch or modify the available analyses.
* All reports are to be provided in English language.
* Digital signature certificates should be enabled for generation of signed documents/reports by the competent authority.
* Mobile App should be developed on Android and iOS platform and should enable the admin to push notifications or any updates from the central server.
* The application (Web and Mobile) should have a single sign on. All the log in attempts both successful and unsuccessful event should be recorded and be available on permanent basis to have any audit trail.
* Bank can request for change requests (after making customisations as per SRS) at mutually agreed rates (Per Man/Per Hour) as finalized in this RFP.
* The hardware to be used should be of enterprise class, latest, tested and stable release of OEM vendor.
* The Bidder should get sign off from the bank on testing approach and plan that is inclusive of test cases. It is the responsibility of the bidder to ensure that the end product delivered meets all the requirements of the HRMS implementation as specified by the bank in this RFP.
* The bidder shall obtain the sign off from Bank on the successful testing report to consider the UAT Completed.
* The bidder must ensure thorough testing of the application before the final HRMS application is delivered for User Acceptance Testing (UAT) by the bank. Detailed UAT Test cases/Scenarios along with the test data shall be provided by the bidder to the bank for review. The bidder should also continue to fix any issues identified during the testing before the final acceptance of the application. The UAT should be done using real life scenarios of HRMS.
* The bidder shall carry out security testing of the HRMS application comprising of vulnerability assessment and penetration testing. The vendor shall carry out testing activities through Cert- in empanelled auditors and provide the certificate for successful testing of HRMS application prior to go live. All costs relating to carrying out such security testing and certification shall be borne by the bidder. If any vulnerabilities found on periodic assessment by bank or bank appointed auditor, the same should be immediately attended by the vendor with no cost to the bank.
* Following are the list of acceptance criteria to be adopted for the project. The list below is indicative and the activities shall include but not be limited to the following:
  + - 1. Finalisation of SRS as per the requirements of the Bank
      2. Development/customisation of solution as per the finalised SRS
      3. All functionalities and security testing of HRMS application
      4. Complete Migration of data from existing application
      5. Web and Mobile based application rollout
      6. Training to the identified persons (Users and admin)
* The bidder shall provide detailed system documentation for reference of the Bank personnel. Below is indicative documentation list.
  + 1. Detailed Project Report comprising of current HR Systems/process and To-Be Recommendations, and proposed solution document consisting of granular details of each functional activity and any changes (if any) after the proposed system implementation.
    2. Configuration documents consisting of system setting and parameters for each function.
    3. User Manual should be provided with screenshots for all the menus, available reports and any use cases.
    4. Any other documentation required for usage and maintenance of implemented solution like Standard Operating Procedures, Functional and Technical Specification Documents, Installation Guide, System Administration Manual.
    5. Troubleshooting documents and FAQs for every functionality of the HRMS application.

Bidder has to confirm compliance with the Scope of Work mentioned in **Annexure-14.**

# Make and Models

It is mandatory to provide make & model of all the items and their subcomponents as has been sought in the technical specification. The Offer may not be evaluated and / or will be liable for rejection in case of non-submission or partial submission of make, model of the items offered. Please note that substituting required information by just brand name is not enough. Bidder should not quote hardware/Software which is already End of Sale. Bidder also should not quote hardware/Software which are impending End of Sale.

# Software Version

The bidder should ensure usage of latest licensed software with proper update/patches and their subcomponents as has been sought in the technical/functional requirements. The Offer may not be evaluated and / or will be liable for rejection in case of non-submission or partial submission of Software Version of the items offered. Please note that substituting required information by just software name is not enough. Bidder should not quote Software which is already End of Sale. Bidder also should not quote Software which are impending End of Sale.

# Documentation

Technical information in the form of Brochures / Manuals / CD etc. of the most current and updated version available in English must be submitted in support of the Technical Offer made without any additional charges to the bank. The Bank is at liberty to reproduce all the documents and printed materials furnished by the Bidder in relation to the RFP for its own use.

The bidder should ensure that all the project documents should follow version control mechanism. All the documents (Source Code, Functional Specification Document, Technical Specification document, User Manuals, training manuals) and all the documents that are related to the project since the inception and till the closure of the support period needs to be documented by following standard practices of version control, regularly updated and submitted to the bank on monthly basis.

# Costs & Currency

The Offer must be made in Indian Rupees only as per Bill of Material (**Annexure**-**19**).

# Erasures or Alterations

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

# Assumptions/Presumptions/Modifications

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

# Preliminary Scrutiny

The Bank will scrutinize the Bid/s received to determine whether they are complete in all respects as per the requirement of RFP, whether the documents have been properly signed, whether items are offered as per RFP requirements and whether technical documentation as required to evaluate the offer has been submitted.

Prior to detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the bidding document. Substantial responsiveness means that the bid conforms to all terms and conditions, scope of work and technical specifications and bidding document is submitted without any deviations.

# Clarification of Offers

During the process of scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, seek clarifications from all the bidders/any of the bidders on the offer made by them. The bidder has to respond to the bank and submit the relevant proof /supporting documents required against clarifications, if applicable. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time frame stipulated by the Bank.

The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. Bank’s decision with regard to ‘minor non-conformity’ is final and the waiver shall be binding on all the bidders and the Bank reserves the right for such waivers.

# Evaluation of Bids

The Bank will evaluate the bid submitted by the bidders under this RFP. The Commercial Bid of only those bidders who are qualified in Eligibility & Technical criteria will be considered.

The Bid will be evaluated by a Committee of officers of the Bank. If warranted, the Bank may engage the services of external consultants for evaluation of the bid. It is Bank's discretion to decide at the relevant point of time.

# Bidders Presentation /Site Visits / Product Demonstration/POC

* The Bank reserves the right to call for a presentation on the features and functionalities from those Bidders who have qualified in **Conformity to Eligibility Criteria.**
* As a Part of Technical Evaluation based on the technical bids submitted by the Bidders, Bank at its discretion may call the Bidders for conducting Solution demonstration/Site Visit of the Solution proposed by them. This exercise will be undertaken before opening of the Commercial Bids of the Bidders whose Technical proposals have been opened.
* Bidders are further required to be in preparedness to demonstrate the proposed solution by arranging for product walk-through at their own installations/principals/ R&D labs duly meeting the specific requirements/issues raised by the Bank.
* The Bank at its discretion call for providing of Proof of Concept (PoC)/Solution demonstration of proposed solution at the site mutually agreed.
* Setting of evaluation criteria for product demonstrations shall be entirely at the discretion of the Bank. The decision of Bank in this regard shall be final and in this regard, no correspondence shall be entertained.
* All expenses incurred in connection with the above shall be borne by the bidder. However, Bank will bear the traveling, boarding and lodging expenses related to its own personnel and its Consultants, if any.

# Normalization of Bids

The Bank may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that, shortlisted bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that, any of the Bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion request all the technically shortlisted bidders to re-submit the technical and Commercial Bids once again for scrutiny. The resubmissions can be requested by the Bank in the following manner;

* Incremental bid submission in part of the requested clarification by the Bank

**OR**

* Revised submissions of the entire bid in the whole

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

The shortlisted bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

# Correction of Error in Commercial Bid

Bank reserves the right to correct any arithmetical errors furnished in the Commercial Bid. If any such errors are noticed it will be rectified on the following basis:

* Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation.
* If there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price shall be corrected accordingly.
* If there is discrepancy between percentage and amount, the amount calculated on percentage basis will prevail.
* If there is discrepancy in the total arrived at Bill of Material (addition, subtraction, multiplication, division and carryover of amount from one page to another), correct total will be arrived by the Bank and the same will prevail over the total furnished in the Bill of Material
* If there is a discrepancy between words and figures, the rate/ amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error in which case, the amount in figures will prevail, subject to the above two provisions.
* If the bidder does not accept the correction of errors, the bid will be rejected

# Proposal Ownership

The proposal and all supporting documentation submitted by the bidder shall become the property of the Bank. As the Bidder’s proposal is important to the evaluation and selection process, it is necessary that, the bidder carefully prepares the proposal as per the prescribed format only. Under no circumstance, the format can be changed, altered or modified. Bidders must provide categorical and factual replies to specific questions. Bidders may provide additional technical literature relating to their proposal but in a separate Annexure. Correct and current technical details must be completely filled in. The Appendices/Annexures to this RFP shall form integral part of the RFP.

# Rights of the Bank

* The Bank reserves the right to reject any or all bids at any point of time prior to placing the order without assigning any reasons whatsoever
* The bank reserves the right to re-tender. The bank shall not incur any liability to the affected bidder (s) on account of such rejection. Bank shall not be obliged to inform the affected bidder (s) of the grounds for the Bank’s rejection. The bank reserves the right to modify any technical requirements specifications within the overall scope of the RFP.
* Bank reserves the right to obtain revised indicative commercials from the bidders with regard to changes in RFP clauses or if the Bank is not satisfied with the prices offered
* The bank reserves the right to release order, part order or more than one order within the overall contract.
* The bank reserves the right to modify the bill of material at any point of time before opening of the indicative commercial bid. The Bank reserves the right to alter the locations specified in the tender, and to delete/substitute items from the ones specified in tender
* The Bank also reserves the right to spread the total order over different phases. Bank may also place order for various services in addition to the quantities mentioned in this tender at the same terms and conditions including the cost agreed upon
* This RFP for all intents and purposes is final. However, Bank reserves the right to bring about any changes in requirements within the overall scope and the same will be communicated to the Bidder(s) well before time so as to allow the Bidder(s) to prepare and submit their response

# Project Ownership

If the bidder is offering solutions/products from other bidders/principals, as required in this RFP, they shall detail the responsibilities of the parties involved and also submit a letter of undertaking from the parties mentioning their consent and assurance for satisfactory performance of the project. The bidder must specify any and all relationships with third parties in respect of the ownership and also maintenance & support of project related to the Solutionwhich are relevant to this RFP.

Ownership letter by the bidder to be submitted (Undertaking letter by the bidder taking the ownership of the project execution) in case third party is also involved in project execution either fully or partially. The bidder shall also submit the ownership certificate issued by the third party clearly mentioning the extent of ownership.

The Bidder also has to submit a certificate/Letter from OEM that the proposed solution offered by the bidder to the Bank are correct, viable, technically feasible for implementation and the solution will work without any hassles.

# Acceptance of Offer

* The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
* The Bank will not be obliged to meet and have discussions with any bidder and/or to entertain any representations in this regard.
* The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The bank reserves the right to re-tender the RFP with or without modifications. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection.
* The bidder including those, whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify/withdraw the tender.

# Award of Contract

* The Bidder who is T1L1 after evaluation will be referred to as the selected bidder and Bank will notify the name of the selected bidder through proper channel.
* The contract shall be awarded and the order shall be placed on selected T1L1 Bidder. Bank may release the order either in Full or in part or place more than one order towards the contract based on project plan.
* The selected bidder shall submit the acceptance of the order within 7 days from the date of issue of the purchase order. No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the selected Bidder shall be the date of acceptance of the order by the bidder.
* Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.
* The Shortlisted bidder/s will be required to supply the solution (along with the hardware, if any) to various branches / Offices of the Bank at the rates not higher than the agreed rate finalized under this RFP.

# Effective Date

* The effective date shall be date of acceptance of the order by the selected bidder. However, the bidder shall submit the acceptance of the order within 7 days from the date of issue of the purchase order. The Bank reserves the right to consider the late acceptance of the order, if any, at its discretion.
* Failure to accept the order within 7 days from the date of receipt of the order makes the EMD liable for forfeiture at the discretion of the Bank. Thereafter the Bank shall be at liberty to proceed with procurement from the other Bidders within the purview of the same RFP by calling for fresh commercial quotes from the bidders. In such an event, the initially selected bidder stands disqualified for further participating in the subject Bid.

# Project Execution

The entire project needs to be completed expeditiously. The selected bidder shall nominate a Project Manager immediately on acceptance of the order, who shall be the single point of contact for the project at Kadapa. However, for escalation purpose, details of other persons shall also be given. The project manager nominated by the bidder should have prior experience in implementing similar project. Project Kick-Off meeting should happen within 15 days from the date of acceptance of purchase order. The Bidder shall submit a Weekly progress report to the Bank as per format, which will be made available to the selected bidder.

# Security Deposit/Performance Bank Guarantee

* The successful bidder should submit a Security Deposit / Performance Guarantee for 10% of total value of the contract within 21 days from the date of acceptance of the Order.
* If the Performance Guarantee is not submitted within the time stipulated above, penalty at 0.50% (Plus GST) for each completed calendar week of delay or part thereof on the value of the order (Exclusive of Taxes) will be deducted from the delivery payment or from any other payments for the delay in submission of Bank Guarantee. The total penalty under this clause shall be restricted to 2% (Plus GST) of the total order value (Exclusive of Taxes).
* Security Deposit should be submitted by way of Bank Guarantee may be obtained from any of the Scheduled Banks. However, it should be as per the **Annexure-22**.
* Security Deposit/Performance Bank Guarantee should be valid for Five years from the date of acceptance of project and shall be retained till the completion of contract period. The guarantee should also contain a claim period of Three months from the last date of validity.
* The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of non- completion of the project and warranty period.
* The security deposit / bank guarantee will be returned to the bidder on completion contract period.
* The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended, or if the selected bidder fails to complete his obligations under the contract. The Bank shall notify the selected bidder in writing before invoking the Bank guarantee.

# Execution of Agreement

* Within 21 days from the date of acceptance of the Order, the selected bidder shall sign a stamped “Agreement” with the Bank at Kadapa as per the format to be provided by the Bank. Failure to execute the Agreement makes the EMD liable for forfeiture at the discretion of the Bank and also rejection of the selected Bidder.
* The Agreement shall include all terms, conditions and specifications of RFP and also the Bill of Material and Price, as agreed finally after Bid evaluation and negotiation. The Agreement shall be executed in English language in one original, the Bank receiving the duly signed Original and the selected Bidder receiving the photocopy. The Agreement shall be valid till all contractual obligations are fulfilled.

# Data Entry

* After finalization of bidder, the data that is supposed to be generated till the time of go live, may be stored in the templates or forms that should be provided by the bidder.
* Within 1 week from the date of finalization of the SRS, the bidder shall provide the necessary templates/forms for capturing the data of all HR related processes which shall then be uploaded directly to the HRMS by the Bidder.
* If any data that is unavailable, the same shall be intimated to bank by the Bidder. For such data, Bidder shall provide the necessary format/ template.

# Data Migration

* The Bidder has to carry out data migration activity from existing bank systems.
* Data Migration activity shall be a one-time activity and shall include at a minimum the following existing systems
* Any system/files/formats as decided by bank from which data has to be migrated.
* The bidder should provide the data migration approach which shall be approved by the bank. Only after approval, the data in the existing systems is to be moved to new HRMS application.
* Though the approval is given by the bank, it is the ultimate responsibility of the bidder to ensure all aspects of data migration.
* In case of corrections, it shall be carried out by the bidder at no additional cost to the bank.
* To ensure the completeness of data migration the Bidder is to submit a detailed final data migration report to the bank certifying that the migrated data is the exact replica of the existing systems.

# Support and Maintenance of HRMS application (Web & Mobile)

* The Scope of the work includes support and maintenance of HRMS application, for a period of 5 years from the date of go live, including and but not limited to operating systems, application software, Data Base, production monitoring, trouble shooting and addressing the functionality, availability, performance issues, implementing the system changes and other associated systems related to HRMS, performance tuning, and facility management so as to be able to achieve the relevant service levels described herein.
* The bidder will be responsible for end to end configuration, maintenance and uptime of HRMS application, this also includes providing suitable technical support, fixes/patches and upgrade for the proposed HRMS application for a period of 5 years and for the extended period if any.
* Any changes required due to issues in the developed application shall not be considered under change control. The Bidder shall have to customize the application at no cost to the bank. Any changes/customizations/bug fixes/enhancements required as per the functional requirements and to meet SLA requirements are to be done by the bidder at no extra cost to the bank.
* The Bidder is to provide necessary customization/ enhancements/modification with respect to new/ enhanced/ enriched functionality.
* Any additional changes required would follow the Change Request Procedure.
* On completion of the support period, the bidder should ensure a smooth transition by handing over complete source code and all system related up-to-date documentation as well as providing training to the bank team on all technical aspects of the system.
  + - The Bidder is to ensure that all the updates to the HRMS application (Web/Mobile) shall be done centrally and no user action is needed for any changes/updates. The bidder is to continuously update HRMS application to maintain performance of the application and to fix any issues/bugs in the system.
* The Bidder is responsible for application maintenance by taking regular data, application backup for recovery, provide patches, and updates to maintain the application performance as per SLA, installation of applications in the servers, provide reports on application uptime and performance as per the defined SLAs on monthly basis.
* The Bidder should keep 1 dedicated support team for application maintenance and helpdesk support to bank users, to be based at bank location that should immediately resolve application related issues. While submitting the bid, the bidder should submit the team strength and structure required along with their skill sets. Application support team shall be on the rolls of bidder.

# Database Administration and Backup

* The Bidder is responsible for monitoring the database activity and performance, fine tuning of the data base, ensuring data integrity
* The bidder to follow the bank’s instruction with regards to any performance, configuration or any other issues.
* The Bidder should ensure that no single DBA is enabled to update production tables and all the activities performed on DB by Administrators should be logged for audit purposes.
* The Bidder should implement backup and archival activities as per bank’s policies and also as when required by bank and is responsible for taking the scheduled backups, testing of the same.
* The Bidder should immediately restore previous data backups during any database failure

# Security and Patch Management

* The Bidder is to ensure proactive monitoring, management, maintenance and administration of all security devices, update engine, signatures and patterns as applicable to bank’s hosting environment.
* The Bidder is to ensure the following activities
  + 1. Communication between bank end user and HRMS Server is secure.
    2. All the HRMS hosting components is with antivirus coverage with latest patterns.
    3. Monitoring of antivirus, anti-malware, phishing and malware related events.
    4. Report Security incidents to the bank and immediate resolution of the same and should provide monthly report on the events happened.
    5. Resolution of any security notifications, alerts, vulnerabilities.
    6. Providing root cause analysis for all the events.
    7. Periodic review of Security configuration/policy and suggest improvements
    8. Daily reviewing of logs such as abnormal traffic, unauthorized login attempts, assessing any vulnerable points
    9. Regular hardening and patch management of components of the HRMS as agreed with Bank.

# Network Connectivity

The existing WAN infrastructure shall be utilized for accessing the HRMS application.

The bidder shall need to provision for network connectivity at the Data Center for hosting the application over the bank network. The application should be designed in such a way that the network utilization should be as least as possible if the application is used by all the users at a time.

# Facility Management Engineers

## For Application Support

* One engineer of the successful bidder should be on-boarded immediately after go live and stationed at Head Office Kadapa.
* Facility Management engineer deployed should be on the payroll of the bidder and should not deploy Franchise engineers.
* In case any of the FM engineer is on leave, suitable substitute to be provided during the period of leave.
* In future if Bank requires additional Facility Management resources, the bidder should provide additional resources at the rates finalized through this tender process.
* A background verification report of the engineer deployed should be submitted, before the engineer is allowed to work onsite as a Facility Management engineer.
* The required desktop and seating space for the FM engineers will be arranged by bank.
* Bank will be regularly conducting audits, VA & PT and bidder extend necessary support for the conduct of these audits & close all the observations of these audits.
* The Facility Management should also ensure -
  + 1. Maintenance of software including Backup of the Systems.
    2. Server / database performance Monitoring, application maintenance and Administration.
    3. Configuring/ re-configuring the end-to-end solution whenever required as per the requirements of the Bank.
    4. Call logging and follow up with OEM.
    5. Maintenance and troubleshooting of Operating system / database issues including patch & vulnerability management as per banks requirement, version upgrades of Operating system

/database / Application Software etc., Hardening of the operating system/application software & other software components installed for the solution. Implementation of security Policy, configuring storage and backup devices & backup policies etc., as per the requirement of the bank.

* + 1. Smooth running of HRMS application.
    2. Follow Change Management and configuration controls as per Bank’s policy. Assessing impact of change on the security & implement after obtaining permission from bank
    3. Providing support to the users.
    4. Maintaining reports with respective to SLA/ uptime guaranteed and submission of reports on Monthly basis as per requirement of the bank.
    5. Scheduling and taking backup of the entire setup.
    6. Any other work assigned by Bank from time to time.
    7. Online analysis of issues raised by branches and guiding them for closure
    8. Monitoring and checking the various logs.
    9. Data correction activity for migration related problems and follow up with Bank team.
    10. Fine tuning of queries for improving the performance of servers.
    11. Deployment of customization items (both new and modified)
    12. Review with bank team at least once in a month about production issues and resolving the same.
    13. Patch deployment, testing and moving to production.
    14. Report on incidents and root cause analysis
    15. Checking and fixing of errors reported
    16. Support for generation of all the reports and customization for MIS required by the Bank time to time.
  + To assist bank users in menus/flows/services by attending to calls or mails
  + Support should be provided in Telugu or English only.
  + All the calls received from the users are to be logged in and close the call with in time limit
  + The Helpdesk should be available as per the availability of IT Team at Head Office (10 AM to 7 PM) on all Bank working days. If required necessary support is to be extended on any non-working days also.

# Training to BANK Staff

Bidder has to provide hands on training to few identified Bank officials at HO Kadapa which should cover in-depth System functionality, System Administration, User and Data Management, System Backup and Restore, System Troubleshooting, MIS training.

**The scope of the training shall include the following:**

* + User Manual for each and every menu covering all the functionalities in the HRMS application.
  + Training on all modules should be carried out at Head Office, Kadapa for 50 officers.
  + The bank shall arrange all the necessary infrastructure such as space, power, network connectivity and projectors, etc. at the training locations for carrying out training.
  + Any kind of expense related to travel, lodging, boarding, etc. of the trainers should have to be borne by the bidder.

# Mean Time Between Failures (MTBF)

If during the Contract period [If contracted], any hardware and/or software items fails on three or more occasions in a quarter, such hardware and/or software items shall be replaced by equivalent / superior new hardware and/or software items by the bidder at no additional cost to the Bank.

# Defect liability

In case any of the supplies and equipment delivered under the Contract are found to be defective as to material and workmanship and / or not in accordance with the requirement, and/or do not achieve the guaranteed performance as specified herein, within the Contract period (if contracted) of the contract, the Bidder shall forthwith replace/make good such defective supplies at no extra cost to the bank without prejudice to other remedies as may be available to the bank as per RFP terms

# Subcontracting

The vendor shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor under the contract without the prior written consent of the Bank.

# Intellectual Property Rights

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

# Security

* The Bidder should adhere security and privacy framework in line with MeitY, ISO 27001 and as per other legal and regulatory requirements.
* The application should be configured such that the access to the customer information must support user level authentication and access rights
* The application should be configured to enforce role-based access based on users, groups, roles, etc. The application should be configured to setup users, groups, roles, and their permissions.
* The application should be configured to manage and provide access control to different applications so that not all users should be able to access all the applications
* The application should be implemented to delegate some additional functionality at the user level, e.g.: change password functionality should be given to user.
* Bidder should ensure that there is a complete security from unauthorized access and misuse of the system. The operating system and other software supplied should be hardened as per the recommendations of the OEM/bank policy.
* Bidder should maintain audit trail that includes the following, at a minimum:
  + 1. Every user activity
    2. All changes in the server such as creation of user, change of permissions/services. Server configuration etc. and Administrator Activities.
* Bidder should ensure that any modifications and deletions to the audit log and any such attempts should also be logged.
* The proposed solution shall be audited by an internal or a third party to audit on network, application and server security mechanisms.

# Service Levels

* Bank expects that the Bidder shall be bound by the Service Levels described in this document and shall applicable for a period of five years from the date of Purchase Order.
* Bank intends to enter into a “Service Levels Agreement” with the Bidder in order to provide complete utility of the enhanced service that could be provided to the staff of Bank.
* The Bidder shall have to enter into an agreement with Bank for Implementation and Maintenance of HRMS application.
* The SLA will be reviewed on a Quarterly basis.
* The expected time lines for the complete implementation of HRMS application is 6 months from the date of acceptance of PO within which SRS incl. RollOut Plan shall be finalised within 1 month.
* The Liquidated Damages for delay in completion and deliverables shall be at 1% per week of TCO. Any such Liquidated damages shall not relieve the bidder from carrying out the works for complete roll out of HRMS or any other obligations under this contract. The Delays not on part of Bidder shall not be considered for arriving at liquidated damages.
* TCO will be total cost of ownership for 5 years

# Uptime Requirement

* + - The system is said to be up when user is able to use the system without any performance problem or glitches. **The system needs to be up 99% of the total hours.**
    - Uptime (%) = ((Sum of total hours during month – Sum of downtime hours during month) X 100) / Sum of total hours during month.
    - Scheduled downtime shall be deducted from the total hours during the month. Scheduled downtime should not be in office hours and only after consultation of bank, the scheduled down time is to be announced.
    - Scheduled downtime means the application is not available on account of failure of application or system or infra provided by the bidder. The Scheduled downtime shall be calculated from the time the user reports unavailability or the tool that captures the metrics.
    - The Bidder up should deploy monitoring tools to measure and report the SLAs, that incorporates actuals and expected performance, to the bank on monthly basis.
    - Deductions will be made from the any kind of payment due to the bidder by the bank.

# Penalties

## Penalties due to downtime Application

* + - The bidder shall guarantee 99% uptime of the application. The Bidder shall be liable for liquidated damages for uptime maintained below 99% in every month for any of the application. Availability shall be measured at each service level and not at application level.
    - The applicable penalties would be the same irrespective of the root cause. The following will be penalty applicable monthly during which uptime is observed on lower side i.e.,
* Uptime of 99% or above: No Penalty
* Uptime less than 99% to 98%: 0.1% of TCO
* Uptime less than 98% to 97%: 0.2% of TCO
* Uptime less than 97% to 96%: 0.3% of TCO
* Uptime less than 96% to 95%: 0.4% of TCO and so on and so forth

However, Maximum penalty under this can be of 5 % of TCO

The penalty will be deducted from any of the payment due for the bidder.

* Penalties, if any shall be calculated for every month and recovered from the charges payable or from the PBG amount.

## Penalties due to slow application response

* + - The bidder shall ensure that application is giving normal transaction response time i.e., 10 seconds per page loading/submission etc.,
    - The applicable penalties would be the same irrespective of the root cause. Penalty at the rate of Rs.1,00,000/- will be applied for every half an hour of transaction response slowness. Response time will be measured on monthly basis.
    - The penalty will be deducted from any of the payment due for the Service Provider.

## Penalties due to migration data accuracy

* + - The bidder shall guarantee 100 % accuracy for data migration. The Bidder shall be liable for liquidated damages if the data accuracy falls below 100%.
    - The percentage shall be calculated total no of error free records migrated/ total no of records migrated in that batch.
    - Penalty at the rate of Rs.1,00,000/- will be applied for every drop in 1 % i.e., Rs.1,00,000/- if the data accuracy is below 100 % and Rs.2,00,000 if the data accuracy is below 99% and so on for every %.

## Penalties due to non-resolution of issues raised to Helpdesk/ Support Team

All the calls are to be logged into and ticket number should be generated. The penalty will be deducted from any of the payment due for the Service Provider

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **#** | **Area** | **Description** | **Mean time to Closure** | **Every Hour**  **( After Mean time)** |
| 1 | Critical Issues | Issue affecting Majority of the users (>50% active users) which can be considered as outage of HRMS | 6 Hrs. | 1,00,000 |
| 2 | Medium Issues | Issue affecting limited number of users | 24Hrs. | 1,00,000 |
| 3 | Normal Issues | Issues that are non-critical issues which are not show  stoppers. | 48 Hrs. | 1,00,000 |

## Penalties for delayed implementation of the HRMS application

* + - The Bidder is expected to complete the responsibilities that have been assigned on time.
    - The bidder should ensure implementation of HRMS application with all the functional requirements.
    - As a deterrent for delay, Bank would levy penalties for delays attributable to the Bidder. Notwithstanding the Bank ‘s right to cancel the order, liquidated damages at 1 % of TCO of the Project Cost will be charged for every week delay in implementation.

## Penalties related to Facility Management

* + - The engineer should be punctual and sign on the register provided at the office.
    - Facility Management resources should be compensated with similar resources for their non-availability.
    - In the case of unauthorized absence, a penalty equivalent to per day cost of the person will be levied. In case of non-availability of resource for three days continuously will attract a deduction in resource cost for one corresponding week.
    - The penalty will be deducted from any of the payment due for the Service Provider.

## Penalties due to delayed delivery of customization

* + - All customization entrusted to the bidder should be completed within timelines agreed while finalization of the approach document. If serious bugs are observed during testing, customization will be treated as not delivered.
    - Bank reserves the right to charge penalty for delayed delivery of customization at the rate of 5 % of the customization cost per week. The penalty will be increased to 10% per week for the delay beyond 2 weeks from the stipulated delivery date. This will be applicable even if the customization is developed by a third party OEMs
    - The penalty will be deducted from any of the payment due for the Service Provider.

# Pricing

## Price composition

* The price quoted when the commercial bid is called for should be in Indian Rupees on a fixed price basis and should include the following:
  + - * One time implementation cost.
      * Subscription cost for 5 years
      * Facility Management (Support) Charges for 5 years
    - The solution provided should be complete and no other costs will be entertained.
* Projections of staff and pensioners for the next 5 years are as below:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Description** | **March 2023** | **March 2024** | **March 2025** | **March 2026** | **March 2027** |
| Staff | 2682 | 2700 | 2750 | 2800 | 2850 |
| Pensioners | 1291 | 1362 | 1440 | 1521 | 1569 |

Bidder have to consider the above staffing pattern and provide annual subscription cost module-wise. Module-wise staffing pattern to be considered are as follows:

* + - Staff+Pensioners for employee master
    - Pensioners for pension module
    - Staff+Pensioners for self-service portal
    - Staff for all other modules
    - The prices quoted should be valid for a period of 5 years from the date of issue of purchase order. The same will be considered for TCO calculation purpose.
    - Bank have discretion to place order for different quantity as per the requirement.
    - The quantities indicated in the price bid are projections for the next 5 years and the payment will be made on actual user count in a month.
    - Bank reserves the right to increase or decrease the quantum of purchase by 10**%** in respect to the quantity (Number of Employees per module) specified in this tender at the same rate arrived at, on the Terms and Conditions of this Tender
    - All tools, tackles, testing instruments, consumables, vehicles, transportation, boarding, etc., as required for commissioning / maintenance /patch updation etc., shall be provided by the Bidder at no extra cost to the Bank for completing the scope of work as per this RFP.
    - Prices quoted should include all taxes, duties, GST and levies
    - Prices shall be inclusive of all costs to be charged and segregated into onetime costs and recurring costs, taking care of the end to end solution. Taxes, duty, service taxes, GST/VAT, Govt., charges or any other cost should be mentioned specifically.
    - In case the equipment is to be imported, the SI is required to do all such processes like customs clearance etc., without involving the Bank in any manner at any stage. It will be the responsibility of the SI to abide by all the statutory requirements like payment of all taxes, duties etc., without any reference to the Bank. Bank accepts no responsibility or liability in this regard.

## Price validity

* + - The price finalized shall remain valid for a period of five years from the date of such finalization.

## Payment Terms

* Bank’s standard payment terms are only applicable. No advance will be paid against the Purchase order.
* SRS shall be finalised within 1 month from the date of PO acceptance. The expected time lines for the complete implementation of entire HRMS application as per finalised SRS is 6 months

from the date of acceptance of Purchase Order.

All payments will be released only after successful implementation of HRMS solution as per the SRS finalised.

* The terms of payment will be as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **#** | **Payment Stages** | **Percentage**  **of Payment** | **Condition/Remarks** |
|  | **Subscription cost** | **Monthly** | Payment shall be made in Arrears after deducting LD if any & taxes against submission of invoice after the date of GoLive |
| b. | **Implementation cost** | **One Time Cost** | Payment shall be made in arrears after successful completion of the solution by deducting LD if any & taxes against submission of invoice after GoLive date |
| **c.** | Facility Management Cost | **Monthly** | Payment shall be made in Arrears after deducting LD if any & taxes against submission of invoice |

* + - * Sign off will be given only after complete roll out of HRMS application (Web and Mobile) with all the functional requirements as per finalised SRS.
* Invoices should be clear, legible, transaction wise and activity wise. Invoices raised otherwise will be summarily rejected.
* The Bidder has to include all costs like Travel, Lodging & Boarding, Local Travel expenses, etc. incurred during the period and Bank will not bear any additional costs on these.
* In case of delayed delivery or incorrect delivery, then date of receipt of the correct and final component shall be treated as delivery date for penalty and other calculation. Bidder shall quote all the figures in numbers followed by in words enclosed in brackets in all commercial bid.
* Further, the above payments will be released only after submission of PBG and signing of SLA, Integrity Pact and Non-Disclosure Agreement by Successful Bidder.
* Any change in the tax rate will be considered while making payments. Any upward revision in taxes will be paid by the Bank; benefit due to any reduction in taxes is to be passed on to bank.
* Bank will not consider any other payment terms even if it is mentioned in the offer letter.
* Invoices should be clear, legible, site/location wise and activity wise. Invoices raised otherwise will be summarily rejected. Amounts pertaining to different sites/locations/activities should not be clubbed together.
* Please note that Originals of invoices (plus One Copy) reflecting GST, GSTIN, State Code, State Name, Taxes & Duties, Proof of delivery duly signed by Bank officials of the respective Branch/office should be submitted while claiming payment in respect of orders placed.
* The vendor has to submit commissioning reports duly signed by the Bank officials of the respective Branch/offices while claiming payment. The invoice and installation report should contain the details of the services delivered as per Bill of Material.
* Payment shall be released within 30 days of submission of relevant documents as per RFP terms.
* The payments will be released through NEFT/RTGS after deducting the application LD/Penalty, TDS if any, centrally by Head Office at Kadapa respectively and the Selected Bidder has to provide necessary Bank Details like Account No., Bank’s Name with Branch, IFSC Code etc.

# TAX DEDUCTION AT SOURCE

Wherever the laws and regulations require deduction of such taxes at the source of payment, Bank shall effect such deductions from the payment due to Service Provider. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by Bank as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Contract.

Service Provider’s staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and Service Provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations

# Notices

Notice or other communications given or required to be given under the Contract shall be in writing and shall be hand-delivered with acknowledgement thereof, or transmitted by registered post, or by registered e-mail. Any notice or other communications shall be deemed to have validly given on date of delivery if hand-delivered; if sent by registered post, then on the expiration of seven days from the date of posting; and if transmitted by e-mail, then on the next business date after the date of transmission

# Order Cancellation/Termination of Contract

* The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:
* Delay in delivery beyond the specified period for implementation.
* Serious discrepancies noted in the items implemented.
* Breaches in the terms and conditions of the Order.
* The Bank reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Bank on the following circumstances:
* Non submission of acceptance of order within 7 days of order.
* Excessive delay in execution of order placed by the Bank.
* The selected bidder commits a breach of any of the terms and conditions of the bid.
* The bidder goes in to liquidation voluntarily or otherwise.
* Failure to maintain guaranteed uptime
* Mergers or amalgamation of Banks
* An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
* The progress made by the selected bidder is found to be unsatisfactory.
* If the project is not completed as per the agreed time lines as per RFP.
* If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
* After the award of the contract, if the selected bidder DOES NOT PERFORM SATISFACTORILY OR DELAYS EXECUTION OF THE CONTRACT, the Bank reserves the right to terminate the contract by giving one months’ advance notice for the same. However, during all such times, when contract is terminated, the bank shall make alternative arrangements within a period of 6 months and till an alternative arrangement is made or till the expiry of six months, the selected bidder shall render all the services and support as agreed as per the original terms of contract
* Bank also has the right to cancel the contract and EXIT WITHOUT CAUSE by giving 6 months advance notice. However, the Bidder should continue to render all the services and support as agreed as per the original terms of contract till the expiry of Notice Period.
* However, the bank shall pay to the bidder amount due to him towards the product and services already provided/rendered as per the contract. Such payment shall be subject to other terms and conditions of RFP like LD etc.
* The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under this contract.
* In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the bidder towards non-performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.

# Transfer of Data post Termination of contract

## Transfer of Configuration Management Database

6 (six) months prior to expiry or within 2 (two) week of notice of termination of this Agreement Service Provider shall deliver to Bank a full, accurate and up to date cut of content from the Configuration Management Database (or equivalent) used to store details of Configurable Items and Configuration Management data for all products used to support delivery of the Services.

## Transfer of Assets

6 (six) months prior to expiry or within 2 (two) week of notice of termination of the Agreement Service Provider shall deliver to Bank the Asset Register comprising:

a list of all Assets eligible for transfer to Bank; and

a list identifying all other Assets, (including human resources, skillset requirement and know-how), that are ineligible for transfer but which are essential to the delivery of the Services. The purpose of each component and the reason for ineligibility for transfer shall be included in the list.

Within 1 (one) month of receiving the Asset Register as described above, Bank shall notify Service Provider of the Assets it requires to be transferred, (the “Required Assets”), and Bank and Service Provider shall provide for the approval of Bank a draft plan for the Asset transfer.

In the event that the Required Assets are not located on Bank premises:

Service Provider shall be responsible for the dismantling and packing of the Required Assets and to ensure their availability for collection by Bank or its authorised representative by the date agreed for this;

any charges levied by Service Provider for the Required Assets not owned by Bank shall be fair and reasonable in relation to the condition of the Assets and the then fair market value; and

for the avoidance of doubt, Bank will not be responsible for the Assets.

Service Provider warrants that the Required Assets and any components thereof transferred to Bank or Replacement SERVICE PROVIDER benefit from any remaining manufacturer’s warranty relating to the Required Assets at that time, always provided such warranties are transferable to a third party.

## Transfer of Documentation

6 (six) months prior to expiry or within 2 (two) weeks of notice of termination of this Agreement Service Provider shall deliver to Bank a full, accurate and up- to date set of Documentation that relates to any element of the Services as defined in Scope of Work

## Transfer of Service Management Process

6 (six) months prior to expiry or within 2 (two) weeks of notice of termination of this Agreement Service Provider shall deliver to Bank:

* a plan for the handover and continuous delivery of the Service Desk function and allocate the required resources;
* full and up to date, both historical and outstanding Service Desk ticket data including, but not limited to:
* Incidents;
* Problems;
* Service Requests;
* Changes;
* Service Level reporting data;
* a list and topology of all tools and products associated with the provision of the Software and the Services;
* full content of software builds and server configuration details for software deployment and management; and
* monitoring software tools and configuration

## Transfer of Knowledge Base

6(six) months prior to expiry or within 2 (two) week of notice of termination of this Agreement Service Provider shall deliver to Bank a full, accurate and up to date cut of content from the knowledge base (or equivalent) used to troubleshoot issues arising with the Services but shall not be required to provide information or material which Service Provider may not disclose as a matter of law.

## Transfer of Data

In the event of expiry or termination of this Agreement Service Provider shall cease to use Bank’s Data and, at the request of Bank, shall destroy all such copies of Bank’s Data then in its possession to the extent specified by Bank.

Except where, pursuant to paragraph above, Bank has instructed Service Provider to destroy such Bank’s Data as is held and controlled by Service Provider, 1 (one) months prior to expiry or within 1 (one) month of termination of this Agreement, Service Provider shall deliver to Bank:

An inventory of Bank’s Data held and controlled by Service Provider, plus any other data required to support the Services; and/

a draft plan for the transfer of Bank’s Data held and controlled by Service Provider and any other available data to be transferred.

## Transfer Support Activities

6 (six) months prior to expiry or within 10 (ten) Working Days of issue of notice of termination, Service Provider shall assist Bank or Replacement SERVICE PROVIDER to develop a viable exit transition plan which shall contain details of the tasks and responsibilities required to enable the transition from the Services provided under this Agreement to the Replacement SERVICE PROVIDER or Bank, as the case may be.

The exit transition plan shall be in a format to be agreed with Bank and shall include, but not be limited to:

* a timetable of events;
* resources;
* assumptions;
* activities;
* responsibilities; and
* risks.

Service Provider shall supply to Bank or a Replacement SERVICE PROVIDER specific materials including but not limited to:

* Change Request log;
* entire back-up history; and
* dump of database contents including the Asset Register, problem management system and operating procedures. For the avoidance of doubt this shall not include proprietary software tools of Service Provider which are used for project management purposes generally within Service Provider's business.

Service Provider shall supply to Bank or a Replacement SERVICE PROVIDER proposals for the retention of Key Personnel for the duration of the transition period.

On the date of expiry Service Provider shall provide to Bank refreshed versions of the materials required under paragraph above which shall reflect the position as at the date of expiry.

Service Provider shall provide to Bank or to any Replacement SERVICE PROVIDER within 14 (fourteen) Working Days of expiry or termination a full and complete copy of the Incident log book and all associated documentation recorded by Service Provider till the date of expiry or termination.

Service Provider shall provide for the approval of Bank a draft plan to transfer or complete work-in-progress at the date of expiry or termination.

# Extension of Contract

Bank has the right for extension of contract with the service provider for initial period of two years and further extension may be in multiples of two years with the mutually agreed terms and conditions and commercials

# Manuals

* The bidder shall supply along with each item all the related documents without any additional cost. The documents shall be in English. These will include but not restricted to User Manual and Operation Manual.
* All related documents, manuals, catalogues and information furnished by the bidder shall become the property of the Bank.

# Evaluation Process

A two bid system is adopted for selection of the vendor:

Stage 1 –Eligibility Bid evaluation

Stage 2 - Evaluation methodology for eligible bidders

* Technical Bid Evaluation
* Commercial Bid Evaluation

During evaluation of the Tenders, the Bank, at its discretion, may ask the Vendor for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted. The Bank reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the vendors to this document and bank will not entertain any correspondence in this regard.

## Eligibility Bid

Eligibility criteria for the Vendor to qualify this stage is clearly mentioned in Annexure-3 Eligibility Criteria Compliance to this document. The vendor would need to provide supporting documents as part of the eligibility proof.

## Evaluation Methodology for Eligible Bidder

After qualifying the eligibility criteria, the evaluation will be a two stage process. The stages are:

* Technical Bid Evaluation
* Commercial Bid Evaluation

The Technical Evaluation shall be performed first to identify the list of Bidder/OEM as per the technical evaluation parameter (Annexure-10) of the bid.

The Commercial bids of only those Bidder/OEMs, who have qualified the Eligibility Criteria and have been assigned with a Technical Score (T) after technical evaluation, would be opened

The Bidder/OEMs should submit the commercial bill of material covering cost for each Services (for each line item) and total cost for the bank as per Bill of Material (Annexure-19).

The technical evaluation and the commercial evaluation shall have the weightage of 70% and 30% respectively and this weightage shall be considered for arriving at the successful bidder.

The final selection of the Bidder/OEM will be based on the Technical Score (T) and the Total Cost to the Bank (TCB). (T1L1 Basis)

The evaluation methodology vis-à-vis the weight-ages are as under:

## Technical Bid Evaluation

The vendor needs to achieve a cut – off score of 70 marks in this evaluation stage to be qualified for commercial bid opening. Only those vendors who achieve the specified cut – off scores would be short-listed for Commercial Bid Evaluation. The Technical Proposal will be evaluated for technical suitability and the criteria for evaluation of technical bids are as under:

## Technical Scoring Sheet

|  |  |  |  |
| --- | --- | --- | --- |
| **#** | **Criteria** | **Parameters** | **Score** |
| 1 | The number of HRMS Implementation carried out in the last 5 years (01.04.2018 to 31.03.2023) | For each Implementation 2 marks | 10 |
| 2 | Functional Specifications compliance | As per Functional Scoring Sheet | 40 |
| 3 | Technical Specifications compliance | As per Technical Scoring Sheet | 20 |
| 4 | Data Center existence in India | Data Center existence in India | 5 |
| 5 | Presentation on Proposed Solution by the Bidder  (*for allotment of Marks by Bank for Technical(Annx 10) & Functional(Annx 11) Score Sheets*) | Demonstration of in-depth understanding of the Bank’s requirements with Proposed Solution –   1. Technical(Areas mentioned in Annx-10) (Marks – 5) 2. Functional(Areas mentioned in Annx-11) (Marks -10) 3. Project Governance (Marks – 5) 4. Implementation Road Map (Marks -5 ) | 25 |
| **TOTAL** | | | **100** |

## Functional Scoring Sheet

|  |  |  |
| --- | --- | --- |
| **FUNCTIONAL SCORING SHEET OF HRMS** | | |
| **#** | **Description** | **Max Marks** |
| 1 | HUMAN RESOURCES INVENTORY | 10 |
| 2 | LEAVE MANAGEMENT | 8 |
| 3 | PAYROLL | 15 |
| 4 | PENSION | 7 |
| 5 | ATTENDANCE | 4 |
| 6 | APPRAISAL & PERFORMANCE MANAGEMENT | 8 |
| 7 | ASSETS & LIABILITIES | 4 |
| 8 | SUPERANNUATION BENEFITS | 5 |
| 9 | EXPENDITURE/ REIMBURSEMENTS DETAILS/WELFARE | 2 |
| 10 | LFC – MANAGEMENT AND DETAILS | 2 |
| 11 | TRAINING ADMINISTRATION | 2 |
| 12 | MANPOWER PLANNING | 2 |
| 13 | RECRUITMENT / TALENT ACQUISITION | 2 |
| 14 | PROMOTIONS – CAREER AND SUCCESSION PLANNING | 3 |
| 15 | MANAGEMENT OF TRANSFERS AND POSTINGS | 3 |
| 16 | CLEARANCE | 1 |
| 17 | STAFF SELF-SEVICE PORTAL / Mobile-Application | 5 |
| 18 | CHARGE TAKING REPORT PACKAGE | 1 |
| 19 | INDUSTRIAL RELATIONS | 2 |
| 20 | INVESTIGATIONS/ENQUIRIES | 2 |
| 21 | MEDICAL AID/ HOSPITALIZATION CLAIM – MANAGEMENT AND DETAILS | 2 |
| 22 | OTHERS | 10 |
|  | **TOTAL** | **100** |

## Scoring methodology for functional parameters

|  |  |  |
| --- | --- | --- |
| **Feature Status** | **Short form** | **Remarks** |
| Readily Available | RA | The feature is already supported and included in the out-of- the-box solution ***(3 Marks shall be allotted)*** |
| Customization | CU | Can be developed / customized and delivered along with the Solution, prior to implementation at no extra cost. ***(1 Mark shall be allotted)*** |
| Not supported / Unavailable | UA | This capability is neither supported nor available with this Solution. ***(No Mark shall be allotted)*** |

**Requirement weightage**: All the features have been divided into “Mandatory” or “Desired”:

* **Mandatory**: All *Mandatory* items carry a weightage of 2 points
* **Desired**: All D*esired* items carry a weightage of 1 point

Total functional score = Σ (Parameter wise Functional score \* Requirement weightage)

***Implemented for Banking Clients in India with user base of at least 1,000. Copies of Work order / client reference to be provided. Documentary proof for go live of implementation to be provided***

Further the Bank’s officials would visit reference sites provided by the Vendor if deemed necessary.

In case there is only one vendor having technical score of 70 or more, the Bank may, at its sole discretion, also consider the next highest technical score and qualify such vendor. In case, none of the participating vendors qualify on technical criteria and reach or exceed the cut-off score of 70, then the Bank, at its sole discretion, may qualify two vendors on the basis of the top 2 scores. However, the Bank at its discretion may reject the proposal of the Vendor or will not consider vendor below cutoff marks by relaxing as mentioned above, if in the Bank’s opinion the Vendor could not present or demonstrate the proposed solution as described in the proposal or in case the responses received from the customer contacts / site visited are negative or the proposed solution does not meet the Bank’s functional and technical requirement.

## Commercial Bid Evaluation

The vendor who achieves the required cut – off technical score as part of technical

evaluation shall be qualified for commercial bid opening

Sample evaluation process is shown below:

The technical bids will be allotted 70% weightage while commercial bids will be allotted weightage of 30%. Combined score will be arrived at after considering commercial quote and marks obtained in technical evaluation with relative weightage of 30% for commercial bid and 70% for technical bid according to the following formula:

**Calculation Formula= B=[(Clow /C).X]+[T/Thigh .(1-X)]**

Where C=evaluated Bid price

Clow=The lowest of all evaluated Bid price among responsive Bids

T= the total Technical score awarded to the Bid

Thigh=the Technical score achieved by the Bid that was scored best among all responsive Bids.

X= weightage for the process as specified in Bids

The Bidder/OEM obtaining the Highest Combined Score in evaluation of technical and Commercial evaluation will be ranked TC-1 followed by proposal securing lesser marks as TC-2, TC-3 etc. Bidder/OEM securing Highest Combined Marks and TC-1 shall be recommended for award of contract.

**Earnest Money Deposit (EMD)**

* The Bidder should submit EMD for a sum of Rs.15,00,000/- (Rupees Fifteen lakhs only) in the form of a Bank Guarantee/Demand Draft payable at Kadapa in favour of ‘Andhra Pragathi Grameena Bank’. The Bank Guarantee should be valid for a period of 180 days and should be issued by a Scheduled Commercial Bank/RRB in India. The format of Bank Guarantee is provided in Annexure-20.
* This is to be submitted as part of the Technical Proposal.
* No interest will be paid on the EMD.
* The EMD (bid Security) / Bank Guarantee of successful Bidder shall be refunded after furnishing performance Guarantee as required by the Bank.
* EMDs / Bank Guarantees/DDs furnished by all unsuccessful Bidders will be returned on the expiration of the bid validity / finalization of successful Bidder, whichever is earlier.
* The EMD made by the bidder will be forfeited if:
* The bidder withdraws his bid before opening of the bids.
* The bidder withdraws his bid after opening of the bids but before acceptance of “Letter of Intent” or “Purchase Order”.
* The selected bidder withdraws his bid / proposal before furnishing an unconditional and irrevocable Performance Bank Guarantee.
* The bidder violates any of the provisions of the terms and conditions of the RFP in the process of evaluation and upto submission of Performance Bank Guarantee.
* Failure to accept the order by the Selected Bidder within 7 days from the date of receipt of the order makes the EMD liable for forfeiture at the discretion of Bank. However, Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.
* Failure to submit the Performance Guarantee with in stipulated period from the date of execution of the contract makes the EMD liable for forfeiture. In such instance, Bank at its discretion may cancel the order placed on the selected Bidder without giving any notice.

# EXEMPTION OF EMD AND TENDER FEE

Micro & Small Enterprises (MSE) units and Start-ups\* are exempted from payment of EMD and Tender Fee provided the products and/or services they are offering, are manufactured and/or services rendered by them. Exemption as stated above is not applicable for selling products and/or services, manufactured/ rendered by other companies.

Bidder should submit supporting documents issued by competent government bodies to become eligible for the above exemption.

**Bidders may please note:**

NSIC certificate/ Udyog Aadhar Memorandum/Udyam Registration Certificate should cover the items tendered to get EMD/tender fee exemptions. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission.

“Start-up” company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Government of India with the technical Bid.

\*Start-ups which are not under the category of MSE shall not be eligible for exemption of tender fee.

Bidder who solely on its own, fulfils each Eligibility Criteria condition as per the RFP terms and conditions and who are having MSE or Start-up company status, can claim exemption for EMD/Tender Fee.

If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids without EMD/Tender Fee will be summarily rejected and no queries will be entertained.

# TAXES AND DUTIES

* Service Provider shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the commercial price bid by Service Provider shall include all such taxes in the quoted price.
* Prices quoted should be exclusive of all Central / State Government taxes/duties and levies but inclusive of all corporate taxes and custom duty as also cost of incidental services such as transportation, road permits, insurance etc. The quoted prices and taxes/duties and statutory levies such as GST etc. should be specified in the separate sheet (Annexure-19).
* Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. in connection with delivery of products at site including any incidental services and commissioning, if any, which may be levied, shall be borne by Service Provider and Bank shall not be liable for the same. Only specified taxes/ levies and duties in the Appendix-F will be payable by Bank on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties in Appendix-F are replaced by the new legislation of Government, same shall be borne by Bank. Bank shall not be liable for payment of those Central / State Government taxes, levies, duties or any tax/ duties imposed by local bodies/ authorities, which are not specified by the Bidder in Annexure-19
* Prices payable to Service Provider as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in custom duty.
* Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the commercial price Bid by the Bidder shall include all such taxes in the contract price.
* All expenses, stamp duty and other charges/ expenses in connection with the execution of the Contract as a result of this RFP process shall be borne by Service Provider. The Contract would be stamped as per Andhra Pradesh Stamp Act.

# Confidentiality and Non-Disclosure

Bidder agrees that all information gathered from the Bank including oral enquires, letters, documents, emails, presentations, interactions, technical documentation, discussions with Bank’s service providers and documents gathered from Bank’s service providers etc. related to the Bank’s business and other information identified as confidential by the Bank are confidential information of Bank

Unauthorized disclosure of any such confidential information will amount to breach of contractual terms and in such cases Bank may pre-maturely terminate the contract and initiate any legal action as deemed fit

The bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend, indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information. The bidder shall furnish an undertaking as given in Annexure-8.

No media release/public announcement or any other reference to the RFP or any program there under shall be made without the written consent of the Bank, by photographic, electronic or other means.

# Indemnity

* The bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:
* The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;
* Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;
* The bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of **Solution/Service** supplied by them.
* All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.
* The limits specified in above clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.
* All Employees engaged by the bidder shall be in sole employment of the bidder and the bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury / death / termination) of any nature to the employees and personnel of the bidder.

# Bidder’s Liability

The bidder’s aggregate liability in connection with obligations, undertaken as a part of this project regardless of the form or nature of the action giving rise to such liability, shall be limited to the Total Cost of Ownership (TCO) of the project. The bidder’s liability in case of third party claims against the Bank resulting from breach of confidentiality, willful misconduct or Gross Negligence of the bidder, its employees and subcontractors or from third party claims resulting from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights shall be unlimited.

# Assignment

* The vendors shall not assign to any one, in whole or in part, its obligations to perform under the RFP/contract, except with the Bank’s prior written consent.
* If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the Vendor under this RFP.

# Guarantees

The bidder should guarantee that the hardware items delivered to the Bank are brand new, including all components. In the case of software, the bidder should guarantee that the software supplied to the Bank includes all patches, updates etc., and the same are licensed and legally obtained. All hardware and software must be supplied with their original and complete printed documentation.

# Force Majeure

* The bidder shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the bidder, i.e. Force Majeure.
* For the purpose of this clause, “Force Majeure” shall mean an event beyond the control of the bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake, Pandemics, epidemics and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the bidder, resulting in such a situation.
* In the event of any such intervening Force Majeure, the bidder shall notify the Bank in writing of such circumstances and the cause thereof immediately within seven calendar days. Unless otherwise directed by the Bank, the bidder shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.
* In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the bidder.

# Amendments to Purchase Order

Once purchase order is accepted by the bidder, no amendments or modifications of order and no waiver of any of the terms or conditions thereof shall be valid or binding unless made in writing.

# Amendments to the Agreement

Once contract agreement [If contracted] is executed with the bidder, no amendments or modifications of Agreement and no waiver of any of the terms or conditions thereof shall be valid or binding unless made in writing.

# General Order Terms

Normally, the Order will be placed on the successful bidder as per the details given in the bid document. But, if there is any change in name/address/constitution of the bidding Firm/Company at any time from the date of bid document, the same shall be informed by the bidders to the Bank immediately. This shall be supported with necessary documentary proof or Court orders, if any. Further, if the bidding Firm/Company is undergoing any re-organization/restructuring/merger/demerger and on account such a change the Firm/Company is no longer performing the original line of business, the same shall be informed to the Bank. There shall not be any delay in this regard. The decision of the Bank to place orders or otherwise under such situation shall rest with the Bank and the decision of the Bank is final.

# Negligence

In connection with the work or contravenes the provisions of General Terms, if the selected bidder neglects to execute 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 times 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 may make good the failure at the risk and cost of the selected bidder.

# Responsibility for Completeness

The bidder shall ensure that the Solution provided [Hardware/Software etc.] meets all the technical and functional requirements as envisaged in the scope of the RFP.

The bidder shall arrange for user level demo at bidder’s cost as per accepted time schedules. The bidder is liable for penalties levied by Bank for any deviation in this regard.

The Bidder shall be responsible for any discrepancies, errors and omissions or other information submitted by him irrespective of whether these have been approved, reviewed or otherwise accepted by the bank or not. The bidder shall take all corrective measures arising out of discrepancies, error and omission other information as mentioned above within the time schedule and without extra cost to the bank.

# Responsibilities of the Bidder

* **By submitting a signed bid/response to this RFP the Bidder certifies that:**
* The Bidder has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition.
* The prices in the bid have not been disclosed and shall not be disclosed to any other bidder of this RFP.
* No attempt by the Bidder to induce any other bidder to submit or not to submit a bid for restricting competition has occurred.
* Each Bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with the Bank. In case such conflicts of interest do arise, the Bidder must indicate the manner in which such conflicts can be resolved.
* 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 requirement of the solution proposed by the Bidder. 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 the Bank. The Bidder also acknowledges that the 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, the Bank expects the Bidder to fulfill all the terms and conditions of this RFP

# Responsibilities of Selected Bidder

The Selected bidder has to inform change in the management of the company, if any, to the Bank within 30 days from the date of such change during contract period.

The Bank will call for Audited Balance Sheet of the selected Bidder at any point of time during contract period and the selected Bidder shall provide the same.

The selected bidder shall submit updated Escalation Matrix for the product/services on **a Half-Yearly basis** as at the end of 31st March and 30th September during contract period.

The selected bidder shall submit High level & Low level diagrams of Application, Security, Network and Backup Layers both at DC/DR on half-yearly basis.

The selected bidder should conduct vulnerability assessment and penetration testing (VAPT) of their infrastructure through CERT-IN empanelled vendors and mitigate the vulnerabilities if any. VA shall be conducted half-yearly. PT shall be conducted annually. DR drills shall be conducted atleast twice in a year. The relevant reports shall to be submitted to the Bank regularly.

# RIGHT TO AUDIT:

The Bank may appoint an internal or third party auditor to audit the proposed application to ensure that the application meets the required performance with the proposed infrastructure considering the five-year period and security related aspects. The Audit areas may spread over application availability, security, performance, Data Sanity and SLA monitoring. The Bank will have the right to conduct Audit at any point of time by giving prior intimation of 3 days either by internal auditors or by external auditors in respect of security/network access and authorization controls and procedures, and other product/services provided by the selected bidder. The selected bidder should cooperate to the bank’s auditors in this regard whenever and wherever required.

Further, the Bank or its appointed auditors as well as the regulators like RBI/NPCI/ Cert-IN/Ministry of Finance shall have the right to inspect and audit the hardware/ software/services being provided to the Bank at any time. The Service provider shall co-operate with the auditors/regulators and make appropriate changes as recommended by the auditors/regulators, if any.

The Bank has the rights to ask for the Roles and Responsibilities chart from the Service Provider.

# Integrity Pact

The pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract.

Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible to participate in the bidding process.

The Bidders shall submit signed contract integrity pact along with conformity to eligibility criteria. Those bids which do not contain the above are liable for rejection.

Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates.

Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

Integrity pact in respect to this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

The Integrity pact agreement submitted by the bidder during the bid submission will automatically form the part of the contract agreement till the conclusion of the contract that is the final payment or the duration of the warranty/guarantee/AMC/ATS/ if contracted whichever is later.

Integrity pact shall be signed by the person who is authorized to sign the Bid.

The bidder shall submit the bid/tender along with the “Integrity Pact”, as per Annexure 24 on a non-judicial stamp paper of ₹200/- along with the bid/tender document, duly signed on all pages and the details filled in properly. All pages of the Integrity Pact shall be signed by the same signatory who signs the bid document

The signed Integrity Pact should be enclosed with the technical offer of the bid only. Bids received without the signed Integrity Pact and/or without details filled in shall be rejected.

The Name and contact details of the Independent External Monitor (IEM) nominated by the Bank are as under:

**1.** Shri Rakesh Jain, IA&AS (Retd.) Email: rakeshjain18@hotmail.com

**2.** Shri D R S Chaudhary, IAS (Retd) Email: [dilip.chaudhary@gmail.com](mailto:dilip.chaudhary@gmail.com)

# Implementation, Integration, Migration and Commissioning

The successful bidder should ensure to finalise SRS within 1 month from the date of PO acceptance and implementation of the entire solution within 6 months from date of acceptance of Purchase Order.

Partial or incomplete implementation will not be considered as completion of project.

# Publicity

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

# Social Media Policy

* No person of the bank or the contractors and third parties shall violate the social media policy of the bank.
* The following acts on the part of personnel of the bank or the contractors and third parties shall be construed as violation of social media policy:
  + - Non-adherence to the standards/guidelines in relation to social media policy issued by the Bank from time to time.
    - Any omission or commission which exposes the Bank to actual or potential monetary loss or otherwise, reputation loss on account of non-adherence of social media related systems and procedures.
    - Any unauthorized use or disclosure of Bank’s confidential information or data.
    - Any usage of information or data for purposes other than for Bank’s normal business purposes and / or for any other illegal activities which may amount to violation of any law, regulation or reporting requirements of any law enforcement agency or government body.

# Corrupt and Fraudulent Practices

* + 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:
  + "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
  + "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.
  + 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.
  + The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
  + The decision of Bank in determining the above aspects will be final and binding on the all the Bidders. No Bidder shall contact through any means of communication the Bank or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.
  + Any effort/attempt by a bidder to influence the Bank in its decision on bid evaluation, Bid comparison or contract award may result in rejection of the Bidder’s bid and/or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.
  + The selected bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor for implementation of the Solution by the Bank.

# Resolution of Disputes

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

# Legal Disputes and Jurisdiction of the court

The Bank Clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain bidder/prospective bidder from committing any violation or 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.

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

# Human Resource Requirement

The Bidder by executing the agreement shall be deemed to have unconditionally agreed as under:

* + The Bidder shall provide a contingent of well trained personnel and extend necessary mentoring and operational support to the intermediary network of agents, etc. as part of the solution/service.
  + The Bidder shall confirm that every person deployed by them on the project has been vetted through a third-party background check prior to their engagement. The Bidder shall manage the activities of its personnel or others engaged in the project, etc. and shall be accountable for all the personnel deployed/engaged in the project.
  + In case the performance of the Bidder/agent/employees engaged in the project is not satisfactory or is detrimental to the interests of the Bank, The Bidder shall have to replace the said person within the time limits stipulated by the Bank. Where the Bidder fails to comply with the Bank’s request, the Bank may replace the said person or their agents/employees on its own.
  + No right to employment in the Bank shall accrue or arise to the employees or agents of the Bidder, by virtue of engagement of employees, agents, etc. of The Bidder for any assignment under this project. It is further clarified that the arrangement herein with the Bidder is a contract for service.
  + The Bidder shall exercise due diligence and only engage persons having established identity, integrity, requisite qualifications and skills and deployment experience for all critical activities.
* The Bidder shall extend all of the outsourced banking and financial services by deploying such personal that have high integrity and meet the qualifications and other criteria stipulated by the Reserve Bank of India , Government or the Bank from time to time and agrees and undertake that during the subsistence of this agreement they will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time as per the provisions of Minimum Wages Act 1945.

# Modification/Cancellation of RFP

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

# PURCHASE PREFERENCE

Purchase Preference to Micro and Small Enterprises (MSEs), Start-ups and Purchase Preference linked with Local Content (PP-LC) shall be applicable subject to full compliance of other terms and conditions of the GeM bid and Contract. Following are the conditions applicable as per the Government of India Guidelines on Purchase Preference.

## Micro & Small Enterprises [MSEs]

Procurement through MSEs (Micro & Small Enterprises) will be done as per the Policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises vide Gazette notification no. D.L.-33004/99 dated 23.03.2012 and as amended from time to time. Following are the conditions applicable as per the Government of India Guidelines

MSEs should provide proof of their being registered as MSE for the item under Tender/ GeM bid along with their offer, with any agency mentioned in the Notification, including:

* District Industries Centres or
* Khadi Village Industries Commission or
* Khadi & Village Industries Board or
* Coir Board or National Small Industries Corporation or
* Directorate of Handicrafts & Handloom or
* Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
* For ease of registration of Micro and Small Enterprises (MSMEs), Ministry of MSE has started Udyog Aadhaar Memorandum which is an online registration system (free of cost) w.e.f. 18th September, 2015 and all Micro & Small Enterprises (MSEs) who are having Udyog Aadhaar Memorandum should also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012.
* Udyam Registration Certificate

MSEs are exempted from paying EMD, subject to furnishing of Valid certificate for claiming Exemption.

Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of two years from being eligible to submit Bids for contracts with Andhra Pragathi Grameena Bank as per Annexure-25.

The aforesaid Policy is meant for procurement of only goods produced and Services rendered by MSEs and not for any trading activities by them. An MSE unit will not get any Purchase Preference over any other MSE Unit.

The details are available on web site dcmsme.gov.in. Interested vendors are requested to go through the same for details.

## Startup

Applicable for Indian Bidders only as defined in gazette notification no. D.L-33004/99 dated11.04.2018 of Ministry of Commerce and Industry and as amended from time to time.

As mentioned in Section-II of O.M. No.F.20/2/2014-PPD(Pt.) dated 20.09.2016 of Procurement Policy Division, Department of Expenditure, Ministry of Finance on Prior turnover and prior experience, relaxations may be applicable for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to meeting of the quality and technical specifications specified in tender document.

Further, the Startups are also exempted from submission of EMDs.

For availing the relaxations, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder’s company/firm) and notary public with legible stamp.

Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the GeM bid, they will be suspended for the period of two years from being eligible to submit Bids for contracts with Andhra Pragathi Grameena Bank as per Annexure-25.

## Procurement through Local Suppliers (Make in India)

Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PP (BE-II) dated 16.09.2020 has notified revised guidelines to be followed to promote manufacturing and production of goods and services in India under “Make in India” initiative.

“Local content” means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

“Class-I Local Supplier” means a supplier or service provider whose goods, services or works offered for procurement meets the minimum local content as prescribed for Class-I local supplier under this order.

“Class –II Local Supplier means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for ‘Class –II Local supplier’ but less than that prescribed for ‘Class –I Local supplier’ under this order.

‘Non-Local Supplier’ means a supplier or service provider, whose goods, services or works offered for procurement has local content less than that prescribed for ‘Class-II Local Supplier’ under this order.

The ‘local content’ requirement to categorize a supplier as ‘Class I Local Supplier’ is minimum 50%. For ‘Class-II Local supplier’ the ‘local content’ requirement is minimum 20%.

The margin of Purchase preference shall be 20%.

Purchase preference for local supplier, self-certification, compliance, monitoring and other terms & conditions shall be as per the aforesaid Guidelines/Notifications. The Guidelines may be treated as an integral part of the tender documents.

The ‘Class –I Local supplier’/’Class –II Local supplier’ at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for ‘Class –I Local supplier’/’Class-II Local supplier’ as the case may be. They shall also give details of the location(s) at which the local value addition is made.

In cases of procurement for a value in excess of Rs.10 Crores, the ‘Class-I Local supplier’/’Class –II local supplier’ shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost account or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules issued by the Ministry of Finance for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

All the relevant documents/information regarding claim for preferential treatment under this policy must be submitted along with offer by the tenderers. Post tender submission of these information/documents shall not be considered. Further firms seeking these considerations shall be completely responsible for the truthfulness and authenticity of their claim for these benefits.

The bidders complying with all the guidelines in this regard and providing supporting documents along with the bid can only participate in this bid.

Andhra Pragathi Grameena Bank shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content and/or to obtain complete back up calculation.

Sd/-

(GENERAL MANAGER)

# Annexure-1

# Checklist

**SUB: RFP for** Implementation of HRMS under Software as a Service SAAS Model.

**Ref: Your BID Ref No.GEM/2023/B/3643897 dated 10/07/2023**

|  |  |  |
| --- | --- | --- |
| **#** | **Particulars** | **Vendor Response [Yes/No]** |
|  | Whether EMD / Bank Guarantee Submitted in the Conformity to Eligibility Criteria? |  |
|  | Whether the Bid is authenticated by authorized person? Copy of Power of Attorney or Authorization letter from the company authorizing the person to sign the bid document to be submitted in **Conformity to Eligibility Criteria**? |  |
|  | Whether all pages are authenticated with signature and seal (Full signature to be affixed and not initials).Erasures / Overwriting / Cutting / Corrections authenticated Certification / Undertaking is authenticated? |  |
|  | Whether address of Office on which order has to be placed is indicated in **Annexure-4** |  |
|  | Whether ensured that, the Hardware/Software Items quoted for the proposed **Solution** are not impending End of Life |  |
|  | Whether ensured Indexing of all Documents submitted with page numbers. |  |
|  | Whether replica of Price Bid **(Masked price bid)** as per Bill of Material is submitted in Technical Proposal. |  |

**Vendors to verify the above checklist and ensure accuracy of the same before submission of the bid.**

Checked for accuracy

|  |  |
| --- | --- |
| Date | Signature with seal  Name :  Designation : |

# Annexure-2

# Bid Covering letter Format

Reference No: Date:

The General Manager

Andhra Pragathi Grameena Bank

Head office

Department of Information Technology

Mariyapuram

Kadapa-516003

Dear Sir,

**SUB: RFP for implementation of HRMS under SAAS Model.**

**Ref: Your BID Ref No. GEM/2023/B/3643897 dated 10/07/2023**

Having examined the tender document including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer for subject items are in conformity with the said tender in accordance with the schedule of prices indicated in the commercial offer and made part of this offer.

If our offer is accepted, we undertake to implement HRMS under SAAS Model as per timelines mentioned in the RFP for each ordered locations.

If our offer is accepted, we undertake to provide Technical consultancy/Service support/Guidance for the solution supplied as per the above referred RFP, during contract period. We enclose a Demand Draft /Bank Guarantee in lieu of EMD for **Rs.XXX** in favour of Andhra Pragathi Grameena Bank as EMD.

We agree to abide by this offer till 180 days from the date of opening of Commercial Bid () and for such further period as mutually agreed between the bank and successful bidder, and agreed to in writing by the bidder. We also agree to keep the Earnest Money Deposit/Bank Guarantee in lieu of EMD during the entire validity period of the tender. However if we withdraw our offer within the said validity period, you shall have the right to forfeit the EMD/invoke the Bank Guarantee in lieu of EMD, without reference to us. We agree to abide by and fulfil all the terms and conditions of the tender and in default thereof, to forfeit and pay to you or your successors, or authorized nominees such sums of money as are stipulated in the conditions contained in tender together with the return acceptance of the contract.

We accept all the Instructions, Technical Specifications, Terms and Conditions and Scope of Work of the subject RFP. We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive without assigning any reason whatsoever.

|  |  |
| --- | --- |
| Date | Signature with seal  Name :  Designation : |

# Annexure-3

# Eligibility Criteria Declaration

The General Manager

Andhra Pragathi Grameena Bank

Head office

Department of Information Technology

Mariyapuram

Kadapa-516003

**SUB: RFP for implementation of** HRMS under Software as a Service SAAS Model.

**Ref: Your BID Ref No. GEM/2023/B/3643897 dated 10/07/2023**

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

| **#** | **Eligibility Criteria** | **Documents to be submitted with Part A-Conformity to Eligibility Criteria.** | **Bidder’s Response & Documents Submitted** |
| --- | --- | --- | --- |
|  | Bidder must be a Government Organization / PSU / PSE / LLP or private / public limited company in India at least for the last 3 years as on the date of RFP. | Copy of Certificate of Incorporation and Certificate of Commencement of business |  |
|  | Bidder shall be OSM or Authorized reseller/distributor of the Application Software. | Copy of agreement with OSM by bidder should be submitted and it should be valid for a period of 5 years from the date of submission of the bid(or)  Letter of confirmation from OSM need to be submitted |  |
|  | The Turnover of the Bidder should be minimum Rs.20 Crores each year during last Three financial years (i.e. 2020-21, 2021-22 and 2022-23). | AAudited Financial Statements for last Three (3) Years (i.e. 2020-21, 2021-22 and 2022-23). |  |
|  | The Bidder should have positive Net Worth as on 31/03/2023. | The Bidder must produce a certificate from the Company's Chartered Accountant to this effect. |  |
|  | The Bidder must be net profit (after tax) making entity continuously for the last three years, that is financial years - 2020-21, 2021-22 and 2022-23 | Audited Financial Statements for last Three (3) Years (i.e. 2020-21, 2021-22 and 2022-23). |  |
|  | Proposed Solution should have been implemented and running live in atleast 1 Scheduled Commercial Banks/SFBs/Private Banks/financial institutions for the last 5 years (i.e. from 01/04/2018 to 31/03/2023) with a user base of 1000 users | The Bidders has to provide order copy/reference Letter from their customers.  Details needs to be submitted in the format specified in Annexure |  |
|  | Bidder and OSM preferably should have ISO 27001 Certification. | Bidder and OSM should provide valid Certificate. |  |
|  | The Bidder should not be a blacklisted/ debarred company as on date of submission of RFP by any Government entity, Bank or Financial Institutions. | Bidder should submit an undertaking letter to this effect in Letter Head. |  |
|  | Bidder must have been in business for a minimum period of 3 years (as on date of RFP release) | Articles of association (AoA) & Audited Financial Statements for last Three (3) Years (i.e. 2020-21, 2021-22 and 2022-23). |  |
|  | The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process | Letter of confirmation from Bidder. |  |
|  | Bidder should have minimum Tier 3 MeiTY Complaint Data Center/s within India and in different seismic zones | Relevant Certificates |  |

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

|  |  |
| --- | --- |
| Date | Signature with seal  Name :  Designation : |

# Annexure-4

# Bidder’s Profile

**SUB: RFP for implementation of HRMS under Software as a Service SAAS Model.**

**Ref: Your BID Ref No. GEM/2023/B/3643897 dated 10/07/2023**

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl. No** | **Particulars** | | **Details** |
|  | Name of the Company | |  |
|  | Name of the OSM | |  |
|  | Constitution | |  |
|  | Date of Establishment/Incorporation | |  |
|  | Address of Corporate Office. | |  |
| Address of the Registered Office on which Office Order to be placed on (Registered Office/Corporate Office)? | |  |
|  | Telephone No/Mobile No.  FAX No (if available)  E-mail Address  Website | |  |
|  | Turnover:  2020-2021  2021-2022  2022-2023 | |  |
|  | Profit after Tax:  2020-2021  2021-2022  2022-2023 | |  |
|  | Networth as on 31/03/2023 | |  |
|  | Any accreditations / Certifications (e.g. CMM, ISO, ITIL etc.) | |  |
|  | Domestic Customer Base (Number of Clients similar Solution were supplied and installed in India) | |  |
|  | Previous experience in  implementation of HRMS solution | ***Implementations in the last 3 years:***   |  |  |  | | --- | --- | --- | | Name of the customer | Total no. of users | Module deployed | |  |  |  | |  |  |  | |  |  |  |   ***Implementations done prior to last 3 years:***   |  |  |  | | --- | --- | --- | | Name of the customer | Total no. of users | Module deployed | |  |  |  | |  |  |  | |  |  |  | | |
|  | Our PAN number for Income Tax is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.  We are registered with the GST authorities and our registration numbers are as follows.  GST Registration Number is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.  Our Bank Details  Name and Style of Bank Account  Name of the Bank and Branch address  Account Number, RTGS/NEFT Details. | |  |

|  |  |
| --- | --- |
| Date | Signature with seal  Name :  Designation : |

# ANNEXURE-5

# LETTER OF AUTHORISATION TO BID

The General Manager

Andhra Pragathi Grameena Bank,

Head Office, II Floor,

Department of Information Technology,

Beside Mariyapuram Church, Akkayapalle,

KADAPA-516 003

Dear Sir,

SUB: Authorization Letter for submitting bid documents.

REF: **Bid Ref. No. GEM/2023/B/3643897 dated 10/07/2023**

This has reference to your above RFP for **implementation of** HRMS under Software as a Service SAAS Model with 5 years Contract Period, Mr/Mrs/Miss\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is hereby authorised to submit the bid documents, to submit on-line bid, to participate in reverse auction and to sign the contract on behalf of our organisation for all the systems/ goods/services required by the bank as called vide the bank’s request for proposal vide **Bid Ref. no GEM/2023/B/3643897 dated 10/07/2023** on behalf of our organization. We confirm that all the prices quoted in sealed bid or in reverse auction by him shall be binding on us. He/ She is also authorised to take decisions on behalf of the company till RFP process is completed.

**Certified Xerox copy of Power of Attorney (P/A) of the person authorising such person is duly submitted.**

We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods/services offered for supply by the above firm against this RFP.

The specimen signature is attested below:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Specimen Signature of Representative

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Authorizing Authority

Name of Authorizing Authority (Certified Xerox copy of P/A of authorised Signatory/authority is to be submitted)

Note: 1. This letter of authority should be on the letterhead of the principal on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the Bidder in its bid

# Annexure-6

# Authorization Letter Format

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

Ref No: **GEM/2023/B/3643897**  Date:10/07/2023

The General Manager

Andhra Pragathi Grameena Bank,

Head Office, II Floor,

Department of Information Technology,

Beside Mariyapuram Church, Akkayapalle,

KADAPA-516 003

Dear Sir,

**SUB: RFP for implementation of HRMS** **under Software as a Service SAAS Model**.

**Ref: Your BID Ref No. GEM/2023/B/3643897 dated 10/07/2023**

This has reference to your above

Mr./Miss/Mrs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_is hereby authorized to attend the bid opening of the above RFP on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on behalf of our organization.

The specimen signature is attested below:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Specimen Signature of Representative

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Authorizing Authority

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name & Designation of Authorizing Authority

**NOTE: This Authorization letter is to be carried in person**

# Annexure–7

# Track Record of Past Implementation

**SUB: RFP for implementation of HRMS under SAAS Model.**

**Ref: Your BID Ref No. GEM/2023/B/3643897 dated 10/07/2023**

**Name of the Bidder\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**List of Bidder's Major Customers in Last 5 Years and References**

Please provide details of prior experience in design, deployment and implementation of HRMS Solution at other Banks/Financial institutions.

For each prior experience reference that the bidder wants to highlight, one sheet in the below template must be submitted as part of the technical bid in the proposal.

|  |  |
| --- | --- |
| Name of the bidder for which client reference is being provided |  |
| Name of the client |  |
| Country |  |
| Client address |  |
| Description of the assignment and the scope of services delivered by the bidder to the clients; please specify modules deployed as part of the HRMS |  |
| Description of the solution implemented. Also indicate whether it is the same as the solution proposed to the Bank. |  |
| Assignment duration (in months) |  |
| Assignment start date (Month & Year) |  |
| Assignment end date (Month & Year) |  |
| Total no. of staff months in the assignment |  |
| Approximate value of contract (in INR) |  |
| Client Reference 1 | Name: Designation: Address:  Phone No: Mob No: Email ID: |
| Client Reference 2 | Name: Designation: Address:  Phone No: Mob No: Email ID: |

**(Enclose separate sheet for each client and necessary documentary proof)**

|  |  |
| --- | --- |
| Date | Signature with seal  Name :  Designation : |

# Annexure-8

# NON-DISCLOSURE AGREEMENT

**(Should be submitted on Company’s letter head with company seal and signature of the authorized person)**

**SUB: RFP for implementation of HRMS under SAAS Model**

**Ref: Bid Ref. no. GEM/2023/B/3643897 dated 10/07/2023**

THIS AGREEMENT (the **"Agreement”)** is entered into on this \_\_\_\_\_\_\_day of \_\_\_\_\_ 2023 by\_\_\_\_ and between; Andhra Pragathi Grameena Bank, a body corporate constitute under the Regional Rural Bank Act 1976 having its Head Office at Kadapa represented by …………………. herein (hereinafter called **Disclosing Party or the “Bank”),** and with \_\_\_\_\_\_\_\_ and having address at \_\_\_\_\_\_\_\_\_ (the **“Recipient”** or the **“Receiving Party” or the “Company”).**

The Bank is in possession of certain information defined hereunder as Confidential Information and has agreed to disclose to the Company the Confidential Information on a strictly confidential basis for the purpose of *(mention the purpose for which the information is required to be shared/allowed to be accessed).* During the said process; the Bank may share certain confidential or proprietary information with the Recipient. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**1. Definition of Confidential Information.**

(a) For purposes of this Agreement, **“Confidential Information”** means any data or information that is confidential or proprietary to the Bank and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:

1. Customer name and other information related to customers
2. any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies;
3. Plans for products or services, and customer or supplier lists;
4. Any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
5. any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and
6. Any other information that should reasonably be recognized as confidential information of the Bank. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information.

The Company acknowledges that the Confidential Information is proprietary to the Bank, has been developed and obtained through great efforts by the Bank and that Bank regards all of its Confidential Information as trade secrets.

b) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which;

1. Was known to the Company prior to receiving the Confidential Information from the Bank;
2. Becomes rightfully known to the Company from a third-party source not known (after diligent inquiry) by the Company to be under an obligation to Bank to maintain confidentiality;
3. Is or becomes publicly available through no fault of the Company;
4. Is required to be disclosed in a judicial or proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and
5. Is or has been independently developed by employees, consultants or agents of the Company without violation of the terms of this Agreement or reference or access to any Confidential Information.

**2. Disclosure of Confidential Information**

From time to time, the Bank may disclose Confidential Information to the Company. The Company will:

1. along with its representatives, make use of the Confidential Information solely for the purpose of the Agreement or such other purposes from time to time agreed or consented to by the Bank as evidenced in writing
2. limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively **“Representatives”)** who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose;
3. prior to making any disclosure of such Confidential Information as permitted under this Agreement, will ensure that the Representatives are under a prior written obligation to maintain such information confidential and to use such information only for the contemplated purpose;
4. along with its Representatives use such measures and/or procedures as it uses in relation to its own confidential information and trade secrets to hold and keep in confidence any and all such Confidential information and comply with the terms of this Agreement.
5. and not disclose any Confidential Information received by it to any third parties.
6. be solely responsible for any breach of the terms of this Agreement by any of its Representatives or the Sub-Contractors and any act or omission by any of its Representatives or the Sub-Contractors which would constitute breach of the terms of this Agreement and shall take all reasonable measures to restrain such Representatives or the Sub-Contractors from unauthorized disclosure or use of the Confidential Information and that Company acknowledges and agree that Bank shall have right to all its legal remedies directly against Company as if such breach is made by the Company itself without proceeding at the first instance against Representatives or the Sub-Contractors.

**3. Use of Confidential Information.**

The Company agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties as mentioned in this agreement and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Bank. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Company hereunder. Title to the Confidential Information will remain solely with the Bank. All use of Confidential Information by the Company shall be for the benefit of the Bank and any modifications and improvements thereof by the Company shall be the sole property of the Bank.

1. **Compelled Disclosure of Confidential Information.**

Notwithstanding anything in the foregoing to the contrary, the Company may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Company promptly notifies, to the extent practicable, the Bank in writing of such demand for disclosure so that the Bank , at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. The Company agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Bank with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Bank is unable to obtain or does not seek a protective order and the Company is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

1. **Term.**

This Agreement shall remain in effect for \*(\* *duration of the Original Agreement plus 10 years)* (subject to a one-year extension if the parties are still discussing and considering the Transaction at the end of the fifth year). Notwithstanding the foregoing, the parties’ duty to hold in confidence Confidential Information that was disclosed during term shall remain in effect indefinitely.

1. **Remedies.**

Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. Therefore, both parties hereby agree that the Bank shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Bank shall be entitled to recover Damages consisting a sum equal to the loss suffered by the Bank including loss of business opportunity, costs of business interruption its costs and fees, including reasonable attorneys’ fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney’s fees and expenses.

1. **Return of Confidential Information.**

Company shall immediately return and redeliver to the other all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials (“Notes”) (and all copies of any of the foregoing, including “copies” that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Bank may so request. Alternatively, the Company, with the written consent of the Bank may (or in the case of Notes, at the Company’s option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Company supervising the destruction.

1. **Notice of Breach.**

The Company shall notify the Bank immediately upon discovery of any unauthorized use or disclosure of Confidential Information by the Company or its Representatives, or any other breach of this Agreement by the Company or its Representatives, and will cooperate with efforts by the Bank to help the Bank regain possession of Confidential Information and prevent its further unauthorized use.

1. **No Binding Agreement for Transaction.**

The parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a Transaction at any time as per the respective agreement. This Agreement does not create a joint venture or partnership between the parties. If a transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall be deemed to be complementary/supplementary to the provisions of this Agreement and not contrary/derogatory to the provisions of this Agreement to the extent possible.

1. **Warranty.**

Each party warrants that it has the right to make the disclosures under this Agreement. **NO WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WHATSOEVER.** The parties acknowledge that although they shall each endeavor to include in the Confidential Information all information that they each believe relevant for the purpose of the evaluation of a Transaction, the parties understand that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by either party as the Bank. Further, neither party is under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose. Neither Party hereto shall have any liability to the other party nor to the other party’s Representatives resulting from any use of the Confidential Information except with respect to disclosure of such Confidential Information in violation of this Agreement.

1. **Effective Date of the Agreement:**

This Agreement shall be effective upon its execution by both the parties.

1. **Miscellaneous.**
2. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.
3. The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of India applicable to contracts made and to be wholly performed.
4. Any failure by either party to enforce the other party’s strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
5. Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.
6. Any notices or communications required or permitted to be given hereunder may be delivered by hand against acknowledgement, deposited with a nationally recognized overnight carrier against acknowledgement, electronic-mail, or registered post with acknowledgement, in each case, to the address of the other party first indicated above.
7. This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party And any such assignment without consent will be held void ab initio. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.
8. The parties and/or their affiliates of whatsoever nature shall not, in any manner, solicit and/or accept any business from sources that have been made available by and through the parties hereto, nor in any manner shall access, solicit and/or conduct any business with the said sources, without specific permission of the Party who made said sources available. For avoidance of doubt, this restriction shall apply only to business related to the Assignment which is the subject matter of this Agreement and not any other Assignment or business.
9. Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement as of the date first above written.

|  |  |
| --- | --- |
| SIGNED for and on behalf of:- (Bank)  Signature: Name:  Title: (Authorized Signatory)  Witness: Signature: Name:  Address: | SIGNED for and on behalf of :- (Company)  Signature: Name:  Title: (Authorized Signatory)  Witness: Signature: Name:  Address: |

# Annexure-9

# Technical & Functional Bid Covering letter Format

The General Manager

Andhra Pragathi Grameena Bank,

Head Office, II Floor,

Department of Information Technology,

Beside Mariyapuram Church, Akkayapalle,

KADAPA-516 003

**SUB: RFP for implementation of HRMS under SAAS Model.**

**Ref: Your BID Ref No. GEM/2023/B/3643897 dated 10/07/2023**

We have carefully gone through the contents of the above referred RFP and furnish the following information relating to Technical Bid/Specification along with necessary **ARTEFACTS**

|  |  |  |
| --- | --- | --- |
| **#** | **Particulars** | **Details to be furnished by the Bidder** |
|  | **Technical specification as per Annexure-10**  **Functional Specification as per Annexure-11** |  |
|  | Name of the Bidder |  |
|  | E-mail address of contact persons |  |
|  | Details of:  Description of business and business background  Service profile & Client profile |  |
|  | Approach and methodology for the proposed scope of work along with illustrative deliverables. |  |
|  | Details of inputs/requirements required by the bidder to execute this assignment. |  |
|  | Conformity to the obtaining of various certificates/bench mark testing standards for the items quoted to meet the intent of the RFP |  |
|  | Conformity regarding back to back arrangements with third party hardware software for providing continuous and un-interrupted support to meet SLA obligations as per RFP Terms. |  |

**Declaration:**

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

Date Signature with seal

Name :

Designation :

# Annexure-10

# Technical Requirements

**SUB: RFP for implementation of HRMS under SAAS Model.**

**Ref: Your BID Ref No. GEM/2023/B/3643897 dated 10/07/2023**

| # | Attribute | Description | M / D | Bidder’s Remarks |
| --- | --- | --- | --- | --- |
| 1 | App.Architecture | The solution should have three-tier architecture with separate WEB, APP & DB | M |  |
| 2 | App.Architecture | The solution should be accessible through web browsers such as Microsoft edge, Google chrome, safari etc | M |  |
| 3 | App.Architecture | Self-Service Module should be Mobile enabled in iOS and Android environments | M |  |
| 4 | App.Architecture | Bank shall retain ownership of all virtual machines, templates, clones, and scripts/applications created for Bank’s applications. Bank shall retain the right to request (or should be able to retrieve) full copies of these virtual machines at any time | M |  |
| 5 | App.Architecture | The solution should offer versatile and robust transaction authorization matrix, software access controls and user rights controls–both physical and logical. The solution should support super administration for Bank as whole as well as local administrators and user controls at different level. | M |  |
| 6 | Backup and Restoration | Bidder, through its proposed CSP, shall be responsible for providing Cloud service for HRMS with RPO(Zero Data Loss) and RTO of 120 mins | M |  |
| 7 | Backup and Restoration | Bidder should configure, schedule and manage backups of all the data including but not limited to files, folders, images, system state, databases and enterprise applications | M |  |
| 8 | Bidder Responsibility | Bidder shall be fully responsible for upgrades, technological refreshes, security patches, bug fixes and other operational aspects of the infrastructure that is within its scope or purview | M |  |
| 9 | Bidder Responsibility | The bidder should provide a separate environment for UAT other than the Production environment free of cost | M |  |
| 10 | Bidder Responsibility | Bidder shall provide interoperability support with regards to available APIs, data portability etc. for Bank to utilize in case of Change of cloud service provider. | M |  |
| 11 | Bidder Responsibility | Bidder is required to prepare and submit along with their bid, the details of methodologies and computations for sizing and capacity of storage, compute, backup, network and security resources | M |  |
| 12 | Bidder Responsibility | Bidder shall not delete any data at the end of the agreement without the approval of Bank.  Bidder should retain the environment, till all the data is submitted to the Bank through a suitable media and without any changes to such data | M |  |
| 13 | Bidder Responsibility | The bidder must provide pre and post-implementation support for the contract period. | M |  |
| 14 | Bidder Responsibility | The bidder should comply with the Bank’s IS Security policy in key concern areas relevant to the RFP - Some of the key areas include (but not limited to): - Responsibilities for data and application privacy and confidentiality - Responsibilities on system and software access control and administration - Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the bidder - Physical Security of the facilities, wherever required to be provided by the bidder - Physical and logical separation from other customers of the bidder, wherever required to be provided by the bidder - Incident response and reporting procedures - Password Policy of the Bank - Data Encryption/ Protection/ requirement of the Bank | M |  |
| 15 | Bidder Responsibility | The bidder has to ensure seamless migration of the bank’s data in the application and solution after expiry of contract period, if Bank selects another bidder after the contract period or during the contract period due to any reason | M |  |
| 16 | Bidder Responsibility | The Bidder must be capable of migrating data from existing HRMS/Payroll system to the Proposed HRMS/Payroll System | M |  |
| 17 | Bidder Responsibility | Customization / Personalization of various screens and transactions – Design, Content, Color, Language, Logos, etc. should be allowed by the Bidder | M |  |
| 18 | Bidder Responsibility | Bidder has to submit to the Bank a detailed implementation Plan. Production rollout should be done after satisfactory UAT by the Bank. The UAT includes Functional tests, Resilience tests, Benchmark Comparisons, Operational tests, Load tests etc | M |  |
| 19 | Bidder Responsibility | The ATS support for the proposed solution should include the following: -  All minor and major version upgrades during the period of contract at no extra cost -  Program updates, patches, fixes and critical security alerts as required - Documentation updates. | M |  |
| 20 | Bidder Responsibility | Bidder should allow and arrange for IS Audit of the CSP Environment and the entire Application System whenever demanded by the Bank. | M |  |
| 21 | Cloud Hosting | Solution should be hosted in MeiTY Compliant Cloud Data Centers | M |  |
| 22 | Cloud Hosting | Cloud Data Center must be ISO27001 Certified | M |  |
| 23 | Cloud Hosting | Solution should be hosted in minimum Tier 3 Data Center within India and in different seismic zones | M |  |
| 24 | Cloud Hosting | Solution should be hosted in both (DC and DR) Cloud Data Centers | M |  |
| 25 | Cloud Hosting | Data of the Solution must reside in India as per RBI’s Data Localization Policy | M |  |
| 26 | Cloud Hosting | Solution should be accessible via Internet, Point to Point / MPLS, Leased Lines, OFC etc. from Bank’s network and Cloud Data Centre Facilities with High Bandwidth to address latency and poor response Times. | M |  |
| 27 | Cloud Hosting | In case of CSP Change, the new Cloud Service Provider should adhere to the guidelines listed in this RFP and the migration should be seamless with Zero Downtime | M |  |
| 28 | Cloud Hosting | Data Center operations to be in compliance with industry leading ITSM frameworks like ITIL, ISO27001  ii. Ensure compliance to relevant SLAs  iii. 24x7 monitoring & management of availability & security of the infrastructure and assets  iv. Perform regular hardening, patch management, testing and installation of software updates issued by OEM/vendors from time to time after following agreed process  v. Ensure overall security – ensure installation and management of every security component at every layer including physical security  vi. Prepare documentation/policies required for certifications included in the scope of work  vii. Preventive maintenance plan for every quarter | M |  |
| 29 | Integration | The Solution should support AD integration for enabling Single Sign-on using SAML/OAuth etc. for user login | M |  |
| 30 | Integration | Integration with Aadhaar database to validate demographic data | D |  |
| 31 | Integration | The proposed solution should be able to access services through multiple channels including but not limited to SFTP, REST and XML APIs, SQL and web-services for seamlessly integrating with bank’s source systems | M |  |
| 32 | Integration | The Proposed Solution must support open APIs so that the Bank’s different applications can be integrated with the Proposed HRMS System | M |  |
| 33 | Security | Cloud Service Provider should ensure adequate cyber security for the hosted infrastructure such as Anti malware, Intrusion prevention system, Firewall, Anti APT, Anti DDoS, sandboxing, Web application firewall etc. | M |  |
| 34 | Security | In no circumstances, the data accumulated and processed by the Cloud Data Centre/DR site should be compromised. As such, it should be stored in a Multi-Layered Security Access Control and Authorisation Framework | M |  |
| 35 | Security | The Bidder should adhere security and privacy framework in line with ISO 27001 and as per other legal and regulatory requirements | M |  |
| 36 | Security | The Solution should check/ record/ verify authentication of source of each transaction such as user IDs, IP address, machine address etc., which is required for audit purpose | M |  |
| 37 | Security | Data in rest and in motion should be encrypted with atleast AES 256 in CBC mode or equivalent and using TLS 1.2 or higher | M |  |
| 38 | Security | The selected bidder should conduct vulnerability assessment and penetration testing (VAPT) of their infrastructure through CERT-IN empaneled vendors and mitigate the vulnerabilities if any. VA shall be conducted half-yearly. PT shall be conducted annually. The relevant reports shall to be submitted to the Bank regularly. The frequency of the VA and PT can change as per Bank | M |  |
| 39 | Security | The software should be bug free without any back door to the hacker and the selected bidder should submit the source code audit report to the Bank as and when changes are carried out in the software. | M |  |
| 40 | Security | Bidder should submit Security logs on demand | M |  |
| 41 | Security | All the components (Web, App and DB) of the Proposed solution should be hosted in a separate Network Segment/VLAN within the Cloud Data Center | M |  |
| 42 | Security | The Bidder should provide Bank PIM Solution with access to all Servers of the Solution. Bank Team should authorise the System.Admin /Maintenance Activities by the Bidder. | M |  |
| 43 | Sys.Performance | Solution should offer an average Uptime of 99 %. Any planned downtime for maintenance/ upgrade should be communicated 3 days in advance. | M |  |
| 44 | Sys.Performance | Solution should be scalable and ability to support concurrent Usage of 4000 users | M |  |
| 45 | Sys.Performance | Solution should support an average Transaction Throughput of 1000 per sec | M |  |
| 46 | Sys.Performance | All planned outages should be in night IST and after pre-intimation to Bank | M |  |
| 47 | Sys.Performance | During the time DR site is active, all HRMS services and functions should be available to the end-users | M |  |
| 48 | Sys.Performance | Bidder should carry out frequent DR drills (minimum two in a year which can be changed by the Bank in future) to ensure DR fail over and switchback is possible smoothly | M |  |
| 49 | Sys.Performance | Bidder should offer dashboard to provide visibility of System Performance | D |  |
| 50 | Sys.Performance | The bidder should provide storage space of at least 5 GB per user for storing document such as investment proof, investment declaration, ITR, Travel, medical bills etc | D |  |
| 51 | Sys.Performance | Provision to integrate with biometric devices for attendance data | D |  |
| 52 | Sys.Performance | The solution should have ability to generate various MIS reports as per regulators/ statutory requirements. The bidder must arrange for necessary customizations wherever required during the contract period at no additional cost. (e.g. date range, user activity, status for which data has to be extracted) | M |  |
| 53 | Sys.Performance | The Proposed solution should have the capability to view / export / print files and reports in standard formats such as csv, xls, XML, pdf etc. with requisite security measures | M |  |
| 54 | Sys.Performance | The Application architecture should have the ability to increase the number of concurrent instances to keep the application server parameters below 70% utilization (CPU, Memory, Hard disk, etc.) | M |  |
| 55 | Sys.Performance | The Database architecture should have the ability to increase the number of concurrent instances to keep the application server parameters below 70% utilization (CPU, Memory, Hard disk, etc.) | M |  |
| 56 | Sys.Performance | Redundancy in A/A mode should be maintained at all the Layers (Web, App and DB), Network and other devices defined in the system | M |  |

# Annexure-11

# Functional Requirements

**FUNCTIONAL REQUIREMENT OF RFP**

**M-Mandatory; D- Desirable**

**RA-Readily Available, CU-Customisable before live, UA- Unavailable**

| **#** | **Requirement** | **M / D** | **RA/CU/UA** | **Response/Remarks of Bidder** | **Bank’s Evaluation** |
| --- | --- | --- | --- | --- | --- |
|  | **MANPOWER PLANNING** | | | | |
| 1 | Provision to define requirement plans (periodic) in terms of specific skills, Qualifications, Experience, Designation etc. and provision for mainstream/specialist recruitment | M |  |  |  |
| 2 | Support to analyze the cadre-wise/ branch or office-wise/ department- wise staff strength – sanctioned/ working strength and the gap for which recruitment is required | M |  |  |  |
| 3 | Facility to capture the data relating resignations/retirements/VRS/Dismissals etc. | M |  |  |  |
| 4 | Facility to allow receipt of projected manpower from Regions/Zonal offices and Create a finally approved manpower plan. | D |  |  |  |
|  |  | | | | |
|  | **RECRUITMENT / TALENT ACQUISITION** | | | | |
| 1 | Facility to carry out recruitment for different types of employees separately viz. Officers, Specialist Officers, Clerks, Subordinates etc. | M |  |  |  |
| 2 | Provision for special recruitment for ST/SC/OBC/ Physically Challenged / physically handicapped/sportsperson /ex-servicemen/specialist etc. including relaxations to the conditions for eligibility | M |  |  |  |
| 3 | Facility for appointment of people under compassionate grounds | M |  |  |  |
| 4 | Facility to release advertisements for various posts | D |  |  |  |
| 5 | Facility to automatically intimate vacancies to internal employees through mail, notices | D |  |  |  |
| 6 | Facility to attach documents/ credentials in soft form as a part of the application | D |  |  |  |
| 7 | Provision to capture detailed information of applicant/ candidate | D |  |  |  |
| 8 | Facility to define the specification of the vacancy in terms of qualifications, work experience, location considerations, skills/ competencies required, additional certifications/ professional qualifications etc. | D |  |  |  |
| 9 | Facility to maintain references and carryout References check on antecedents, character etc. | D |  |  |  |
| 10 | Capability of the system to automatically short list candidates based on the specifications at every stage of the selection process viz. preliminary short listing, test, interview etc. | D |  |  |  |
| 11 | The Capability of the System to use AI / ML for Candidate Shortlisting at various stages | D |  |  |  |
| 12 | Generation of system driven call letters(interview/test), regret letters and offer/ appointment letters through both manual as well as electronic modes | M |  |  |  |
| 13 | Facility to record interview/ test evaluation results online in the system | M |  |  |  |
| 14 | Facility to maintain check list for authentication and acknowledgement of various aspects related to joining viz. medical reports, testimonials, caste certificates, other relevant certificates etc. | D |  |  |  |
| 15 | Facility to automatically transfer applicant information into employee information for candidates joining | D |  |  |  |
| 16 | Capability to Onboard a Candidate Digitally and Seamlessly | D |  |  |  |
|  | a) Provision for eKYC Verification of Candidate | D |  |  |  |
|  | b) Provision to Scan the Officially Valid Documents (Aadhaar, Passport etc) using OCR | D |  |  |  |
|  |  | | | | |
|  | **HUMAN RESOURCES INVENTORY** | | | | |
| 1 | Capability to maintain personal information like | | | | |
| a | Name (with capability to change of name with effective dates) | M |  |  |  |
|  | Title | M |  |  |  |
|  | Primary Name | M |  |  |  |
|  | Maiden Name | M |  |  |  |
|  | Father’s Name | M |  |  |  |
|  | Mother’s Name | M |  |  |  |
|  | Spouse Name | M |  |  |  |
|  | Any other type of name | D |  |  |  |
| b | Address (with capability to capture change of with effective dates) | M |  |  |  |
|  | Permanent Address | M |  |  |  |
|  | Mailing Address | M |  |  |  |
|  | Home State | M |  |  |  |
|  | Domicile State | M |  |  |  |
|  | Any other Address | D |  |  |  |
| c | Others | M |  |  |  |
|  | Phone nos. | M |  |  |  |
|  | e-mail ids | M |  |  |  |
|  | Blood group | M |  |  |  |
|  | Gender | M |  |  |  |
|  | Religion | M |  |  |  |
|  | Caste | M |  |  |  |
|  | Sub-Caste | M |  |  |  |
|  | Date of Birth | M |  |  |  |
|  | Marital Status/ Date of Marriage/Re-marriage | M |  |  |  |
|  | Educational Qualification | M |  |  |  |
|  | Professional Qualification | M |  |  |  |
|  | Technical Qualification | M |  |  |  |
|  | Professional Qualification after joining the service | M |  |  |  |
|  | Identification Marks | M |  |  |  |
|  | Prior Work Experience | M |  |  |  |
|  | Language Known | M |  |  |  |
|  | Dependent Data | M |  |  |  |
|  | Details of relatives in the organization including dependents and their relationships | M |  |  |  |
|  | Bank Data | D |  |  |  |
|  | Driving License Data | D |  |  |  |
|  | Health Data | M |  |  |  |
|  | National Identification (Aadhaar Number) | M |  |  |  |
|  | P.F. Account Number | M |  |  |  |
|  | UAN | M |  |  |  |
|  | PRAN | M |  |  |  |
|  | PAN | M |  |  |  |
|  | Employee Photo, Signature, FingerPrints | M |  |  |  |
|  | Passport Details | M |  |  |  |
|  | Visa Details | M |  |  |  |
|  | Bank Account Information | M |  |  |  |
|  | Emergency contact details | D |  |  |  |
|  | Volunteer Activities etc. | D |  |  |  |
|  | Spouse employment details with details | M |  |  |  |
|  | Disability details (PH/VH etc) | M |  |  |  |
|  | If ex-servicemen, provision to capture details | M |  |  |  |
| 2 | Capability to maintain Job Information | | | | |
|  | Employees Class (Permanent Employees, Temporary Employees, Contract Workers, Project Teams) | M |  |  |  |
|  | Employee Category (ST/SC/OBC/Others) | M |  |  |  |
|  | Location (Corporate/ Zone/ Region/Branch) | M |  |  |  |
|  | Present Working Branch Code & Name | M |  |  |  |
|  | Department | M |  |  |  |
|  | Job Code/ Designation | M |  |  |  |
|  | Grade/ Cadre | M |  |  |  |
|  | Cadre wise Seniority Number(auto movement) | M |  |  |  |
|  | Identity Card issued (Y/N), if Y then capture number/issue date | M |  |  |  |
|  | Power of Attorney issued (Y/N), if Y then capture issue date | M |  |  |  |
|  | Job History Covering details of | M |  |  |  |
|  | Appointments | M |  |  |  |
|  | Promotions | M |  |  |  |
|  | Date of promotion to present cadre | M |  |  |  |
|  | Transfers- Branch to Branch, City to City, Rural to Urban, Semi urban etc. | M |  |  |  |
|  | Deputation | M |  |  |  |
|  | Increments | M |  |  |  |
|  | Date of Increment | M |  |  |  |
|  | Disciplinary Actions | M |  |  |  |
|  | Awards/Appreciations | M |  |  |  |
|  | Date of Appointment | M |  |  |  |
|  | Date of Joining | M |  |  |  |
|  | Period of Probation (6/12/24) | M |  |  |  |
|  | Facility to record No. of times probation is extended | M |  |  |  |
|  | Date of Probation/ Confirmation | M |  |  |  |
|  | Date of Termination/ Retirement | M |  |  |  |
|  | Previous Employment Details | M |  |  |  |
|  | Whether worked for erstwhile RRBs (Y/N), if Yes, then name of RRB | D |  |  |  |
|  | Union Information (If applicable Multiple unions) | M |  |  |  |
|  | Compensation Data including components of pay | M |  |  |  |
|  | Training undergone details | M |  |  |  |
| 4 | Capability to link the account no. with the payroll/pension and expenditure disbursement related activity. | M |  |  |  |
| 5 | Capability to maintain all the above job and personal information with effective dates | M |  |  |  |
| 6 | Facility to maintain concurrent jobs for employees with additional responsibilities /special duties in addition to regular responsibilities | M |  |  |  |
| 7 | Mobility **–** Transfers | M |  |  |  |
|  | Inter Branch transfer | M |  |  |  |
|  | Transfer at employee request | M |  |  |  |
|  | Transfer on promotion | M |  |  |  |
|  | Transfer on disciplinary grounds | M |  |  |  |
|  | Obstacle to mobility like health, family, education etc. | M |  |  |  |
|  | Transfer History | M |  |  |  |
|  | Transfer based on tenure | M |  |  |  |
| 8 | Promotions | M |  |  |  |
|  | Time Bound | M |  |  |  |
|  | Performance Based | M |  |  |  |
| 9 | Employee Relations | M |  |  |  |
|  | History of disciplinary action like date reported, nature of charge, action taken, action date, resolution process | M |  |  |  |
|  | History of grievances reporting, action taken, resolution process, action taken redressal date | M |  |  |  |
|  | Punishment details (increment cut / Demotion etc.) | M |  |  |  |
|  | Court attachments | M |  |  |  |
|  | Other Legal issues | D |  |  |  |
|  | Ability to upload employee details in bulk | M |  |  |  |
|  |  | | | | |
|  | **TRAINING ADMINISTRATION** | | | | |
| 1 | Support preparation of yearly (or user defined) training calendar | M |  |  |  |
| 2 | Track and schedule courses for both in-house and external courses | M |  |  |  |
| 3 | Facility to receive “Training Needs Analysis” forms from various zones/ regions/Staff/ branches for the purpose of creating a training plan | M |  |  |  |
| 4 | Support to identify training needs from the Performance Appraisal system on the basis of the development areas identified | M |  |  |  |
| 5 | Provision for various types of course Enrollments viz. employee enrollment, manager enrollments, training needs identification from Performance appraisal system | D |  |  |  |
| 6 | Provision to enroll at individual level as well as at group level based on courses defined | D |  |  |  |
| 7 | Provision for automatic updation of employee competency based on courses completed so far | D |  |  |  |
| 8 | Provision to Track training budgets for Courses planned | D |  |  |  |
| 9 | Generate and email training letters to staff including course confirmation, cancellation and rescheduling | M |  |  |  |
| 10 | Compare planned and real costs | D |  |  |  |
| 11 | Record and review participants’ feedback for various parameters viz. training facility, instructor and course materials | M |  |  |  |
| 12 | Maintain training history of all employees with effective dates | M |  |  |  |
| 13 | Facility to record test results conducted as a part of the training certification | M |  |  |  |
| 14 | Facility to Record Absence to training | M |  |  |  |
|  |  | | | | |
|  | **APPRAISAL & PERFORMANCE MANAGEMENT** | | | | |
| 1 | Capability to create Performance documents with parameters for employees depending on the cadre/ grade in the organization | M |  |  |  |
| 2 | Facility for self-appraisal as well as Superior’s appraisal | M |  |  |  |
| 3 | Facility to record superior’s appraisal and approval for the appraisal | M |  |  |  |
| 4 | Capture appraisal details as given by the appraising authority and Reviewing authority | M |  |  |  |
| 5 | Support parameter wise ratings, wieghtage to each parameter final ratings, strength/ weakness and suggestions/ recommendations for improvements by the appraising/ reviewing authority | M |  |  |  |
| 6 | Facility to consolidate the overall points and calculate an overall grade for the appraisee | M |  |  |  |
| 7 | Support maintenance of history of performance appraisals and promotions | M |  |  |  |
| 8 | Support to generate reminder letters/ mails/ workflows to the employees/ appraising authorities in case of non- submission of self-appraisals etc. | M |  |  |  |
| 9 | Support memo letters/ mails/ workflows to be issued to the employee in case of unsatisfactory performance | M |  |  |  |
| 10 | Support mapping Reporting and Reviewing Authority based on the role of employee | M |  |  |  |
| 11 | Provision to Generation of acknowledgement for submission and sending final rating AWARDED to employee . | M |  |  |  |
| 12 | Capability of generating Employee Performance using Frameworks like BellCurve/OKR/MBO | D |  |  |  |
|  |  | | | | |
|  | **LFC – MANAGEMENT AND DETAILS** | | | | |
| 1 | Definition and maintenance of LFC details for different types of LFC depending upon the scales of the employee | M |  |  |  |
| a | Definition of LFC types and its maintenance | M |  |  |  |
| b | LFC Span | M |  |  |  |
| c | LFC eligibility | M |  |  |  |
| d | Maintain rules for LFC availment/encashment/carry over/encashing PL/lapse of LFC | M |  |  |  |
| e | Online application and approval of LFC | M |  |  |  |
| f | Maintenance details of LFC employee-wise | M |  |  |  |
| 2 | Link LFC management to employee history | M |  |  |  |
| 3 | Provision to accounting of LFC including automatic credit of LFC and also provision with manual credit/ modification/ cancellation etc. | D |  |  |  |
|  |  | | | | |
|  | **PROMOTIONS – CAREER AND SUCCESSION PLANNING** | | | | |
| 1 | Ability to create standard career paths in the organization in terms of various possible moves from the current level/ grade in the organization | D |  |  |  |
| 2 | Ability to define the rules for promotion eligibility in terms of tenure, consistent achievement of high performance grades etc. and define additional rules in case of suspensions/disciplinary actions | M |  |  |  |
| 3 | Based on the above criteria, ability of the system in identifying employees who are eligible for promotion (general cadre, SC/ST/OBC etc.) | M |  |  |  |
| 4 | Generation of inter-seseniority and seniority list | M |  |  |  |
| 5 | Conducting written tests, interviews etc. for the employees identified as a part of the eligibility list | M |  |  |  |
| 6 | Capability to capture results of written test, interview evaluation and preparation of merit list of employees for promotion | M |  |  |  |
| 7 | Facility to intimate employees of promotion/ rejection through mail/workflow/ letters | M |  |  |  |
| 8 | Facility to create a waiting list of employees for promotions | M |  |  |  |
| 9 | Facility to create offer letter on Promotion | M |  |  |  |
| 10 | Ability to identify employees based on competency/skill possessed for key positions for succession planning in advance | M |  |  |  |
| 11 | Provision for online application for promotion | M |  |  |  |
| 12 | Generation of hall ticket for promotion | M |  |  |  |
| 13 | Capturing promotion exam details like total called, attendees etc | M |  |  |  |
|  |  | | | | |
|  | **LEAVE MANAGEMENT** | | | | |
| 1 | Definition and maintenance of leave calendars for different types of leave depending upon the scales of the employee |  |  |  |  |
| a | Definition of leave types, leave eligibility, capping of leaves | M |  |  |  |
| b | Holiday schedule | M |  |  |  |
| c | Leave eligibility | M |  |  |  |
| d | Leave rules for encashment/availment/ carry over | M |  |  |  |
| e | Online application and approval of Leaves | M |  |  |  |
| f | Maintenance of Leaves Balances | M |  |  |  |
| g | Linkage of Leave management to payroll process | M |  |  |  |
| h | Ability to define sanctioning authority based on the type of leave and length of leave | M |  |  |  |
| 2 | Leave register-containing records of all types of leave, employee-wise | M |  |  |  |
| 3 | Provision to maintain all types of leave like CL, PL, ML and sports related, SL- extra ordinary leave, Paternity Leave, special leave, sabbatical leave, Unautorised Leave, Unauthorised absence(strike / dharna), Extra-ordinary leave on loss of pay etc. | M |  |  |  |
| 4 | Ability to record actual leaves taken, calculate actual leave balance at any point of time | M |  |  |  |
| 5 | Provision to accounting of leave including automatic credit of leave and also provision with manual credit/ debit/ modification/ cancellation etc. | M |  |  |  |
| 6 | Support for Leave cancellation and leave extension, amendments, advancements postponement of leave | M |  |  |  |
| 7 | Support Holiday calendar as per NI ACT | M |  |  |  |
| 8 | Support uploading of documents for SL/Maternity leave/Paternity leave/UCL/Sabbatical etc | M |  |  |  |
| 9 | Support for generation of leave sanction letter/rejection letter | M |  |  |  |
| 10 | Generate MIS on leaves availed employee-wise/branch-wise/department-wise/RO-wise etc | M |  |  |  |
| 11 | Ability to bulk leave debit/credit in case of strike/dharna etc | M |  |  |  |
|  |  | | | | |
|  | **MANAGEMENT OF TRANSFERS AND POSTINGS** | | | | |
| 1 | Facility to create workflows like tenure based, location based etc., for automation of transfer process and provision to manually amend the same. | M |  |  |  |
| 2 | Maintenance of complete history of employee transfers since his/her recruitment | M |  |  |  |
| 3 | Facility to request additional staff strength from regional/zonal offices and their submission | M |  |  |  |
| 4 | Online submission of Transfer request & Generation of acknowledgement | M |  |  |  |
| 5 | Maintenance of request transfer register for officers, clerical and subordinate staff separately and facility to generate list of eligible candidates for transfers based on criteria fixed | M |  |  |  |
| 6 | Posting/ transfer of officers upon their Promotions, issue of transfer orders based on the identified criteria | M |  |  |  |
| 7 | Maintenance of records for officers transferred out of parent district/state and also officers to be transferred back to home state/region/district on completion of required tenure | D |  |  |  |
| 8 | Maintenance of transfer records of specialist transfers, identification of vacancies and issue of transfer orders based on the recommendations received from the respective specialist departments | M |  |  |  |
| 9 | Provision to maintain temporary transfer details on compassionate/health grounds and generation of overdue cases | D |  |  |  |
| 10 | Provision to conduct and maintain Regular transfers and transfers on promotion | M |  |  |  |
| 11 | Generation of list of eligible staff members for transfer based on the user defined criteria (like those who completed 3 years of service at one place/region/district, those who working more than 10 year in one region, those who have not worked outside the state/region/district in a particular scale or overall position) | M |  |  |  |
| 12 | Maintenance of exemptions given in transfers with a facility to record the reasons for the same | M |  |  |  |
| 13 | Provision to record the transfer orders cancelled/ deferred/ modified | M |  |  |  |
| 14 | Capture of details of officers on deputation to outside agencies | D |  |  |  |
| 15 | Capture date of relieving and Joining report submission | M |  |  |  |
| 16 | Able to configure inter-department transfers | M |  |  |  |
| 17 | Facility to apply for transfer grievance & processing | M |  |  |  |
|  |  | | | | |
|  | **EXPENDITURE/ REIMBURSEMENTS DETAILS/WELFARE** | | | | |
| 1 | Ability to maintain Expenditure/Reimbursement eligibilities and record for each type of Expenditure/ Reimbursement like Newspaper, briefcase, conveyance, phone bill, medical-aid etc depending on rules specified by the bank | M |  |  |  |
| 2 | Expenditure/ Reimbursement register-containing records of all types of Expenditure/ Reimbursement, employee-wise, branch-wise, region-wise, department-wise | M |  |  |  |
| 3 | Link Expenditure/Reimbursement management to employee history | M |  |  |  |
| 4 | Provision to accounting of Expenditure/Reimbursement including automatic credit of Expenditure/ Reimbursement and also provision with manual credit/ modification/ cancellation etc. | D |  |  |  |
| 5 | Support online application and approval of Expenditure/Reimbursement viz. Newspaper, Phone Bill, sumptuary etc. | M |  |  |  |
| 6 | Link Expenditure/ Reimbursement management like petrol, newspaper to payroll if needed. | M |  |  |  |
| 7 | Submission of TA Bills online, sanction and generation of letter | M |  |  |  |
| 8 | Payment of TA Bills to be recorded online and credit to respective staff account | D |  |  |  |
| 9 | Recovery of TA Bills | M |  |  |  |
| 10 | Request for ID Card by Staff/Ex-staff | D |  |  |  |
| 11 | Ability to create any new reimbursements without customisations by defining payment frequency. | M |  |  |  |
|  |  | | | | |
|  | **MEDICAL AID/ HOSPITALIZATION CLAIM – MANAGEMENT AND DETAILS** | | | | |
| 1 | Definition and maintenance of Claims for different types of Claims like medical/health checkup, eye check-up, hospitalisation claim, domiciliary claim etc depending upon the scales of the employee with predefined workflows and frequency rules. | M |  |  |  |
| 2 | Online submission of claim with facility of uploading required medical reports (incase required) | M |  |  |  |
| 3 | Approval of Claim with predefined work flow and generation of sanction letter | M |  |  |  |
| 4 | Issue of Claim Number/Reference Number and maintenance of Claim entered/ received/ rejected | M |  |  |  |
| 5 | View Claim Status/ Claim Date/ Claim Amount | M |  |  |  |
| 6 | Bulk upload facility of claims using Excel file | D |  |  |  |
| 7 | Hospitalization Claim register-containing records of all types of Medical Aid/ Hospitalization Claim, employee-wise | M |  |  |  |
| 8 | Link Medical Aid/ Hospitalization Claim management to employee history | M |  |  |  |
|  |  | | | | |
|  | **SUPERANNUATION BENEFITS** | | | | |
| 1 | The system should support/maintain all processes & rules related to superannuation and retirement. The broad provisions required are: |  |  |  |  |
| a | Gratuity | M |  |  |  |
| b | Leave Encashment | M |  |  |  |
| c | Provident Fund Accumulation | M |  |  |  |
| d | GSLI Accumulation | D |  |  |  |
| e | Provision to calculate Service by considering different types of Leaves. | M |  |  |  |
| 2 | Facility to apply for VRS | M |  |  |  |
| 3 | Functionality for seeking liabilities from branches/offices on retirement/resignation etc | M |  |  |  |
| 4 | Should be able to capture the reason such as resignation/VRA/compulsory retirement/accident/death/fraud/other issues involving disciplinary action etc. | M |  |  |  |
| 5 | Facility to check pending disciplinary actions, liabilities | M |  |  |  |
| 6 | The system should generate relieving letter to be issued to the employee as per the defined workflows | M |  |  |  |
| 7 | Application, Calculation, sanction and disbursement of ex-gratia amount in eligible cases | D |  |  |  |
| 8 | The system should Generate Form 15 AA for the terminal benefits like PF/Gratuity/Pension. | M |  |  |  |
| 9 | Generation of various forms like M, L etc to be submitted to regulatory authorities like labour department in respect of Gratuity payable/paid ; Calculation ,Sanction & Disbursal of Gratuity | D |  |  |  |
| 10 | Application for grievances Online | D |  |  |  |
| 11 | Application for compassionate appointments, review and generation of appointment / rejection letters based on the committee recommendations | M |  |  |  |
| 12 | The system should facilitate online approval/rejection of VRS requested by the employee with predefined workflows | M |  |  |  |
| 13 | Calculation/Remittance of Income Tax on applicable benefits | M |  |  |  |
|  |  | | | | |
|  | **PAYROLL** | | | | |
| 1 | Support calculation, payment and maintenance of pay and all other allowances and effecting applicable deductions based on user-defined criteria incl Annual Increments as per IBA Bipartite settlements/Joint Notes employee-wise, branch-wise, department-wise, RO-wise etc | M |  |  |  |
| 2 | Maintenance of cadre-wise or slab-wise details for BASIC, DA, HRA, PQP, Special Allowance, Learning & Location Allowance, INCOME-TAX, PROFESSIONAL TAX, Other Allowances as per IBA Bipartite Settlement | M |  |  |  |
| 3 | Monthly salary payment calculations and generation of related reports, salary slips, deduction lists, vouchers, tax challans etc. (as per the user defined criteria like for a branch/ region/ zone etc.) | M |  |  |  |
| 4 | Support calculation of loss of pay, half-pay, strike cut etc. and consequent adjustment in income tax payment etc. | M |  |  |  |
| 5 | Support leave encashment on LFC and also on retirement with consequent tax adjustments | M |  |  |  |
| 6 | Application should Support Pay fixation for all cadres on Promotion | M |  |  |  |
| 7 | Maintain income tax rates and its rules for calculation of income tax as per rate slabs, allowing exemptions, deductions and provision for income tax calculation. | M |  |  |  |
| 8 | Calculation of income tax forecast for each employee based on the employee declaration of savings etc. | M |  |  |  |
| 9 | To allow the employees to calculate the "what if" scenarios on individual level, the system should allow the employee to calculate tax results without running payroll runs. | M |  |  |  |
| 10 | Provision to declare employee investments and submit proofs online. | M |  |  |  |
| 11 | Generation of all types of statutory reports of taxes like form 16, form 24 etc in the user-defined format | M |  |  |  |
| 12 | Support to create and calculate (from back date, if required) any allowance in the payroll without any customisations | M |  |  |  |
| 13 | Provision to define components of the Salary which attract DA and EPF | M |  |  |  |
| 14 | Application for festival advance, approval and Release of festival advance and other advances (user defined) against salary. Employee-wise recovery position, recovery list and outstanding balances list – month wise or as user defined | M |  |  |  |
| 15 | Calculation of overtime and linking such payments with income tax calculation | D |  |  |  |
| 16 | List of increments falling due shall be generated in one month advance and facility shall be provided to admin to allow addition of increments or postpone increments for a specific period | M |  |  |  |
| 17 | Support calculation and payment of bonus and consequent tax adjustments and generation of reports | M |  |  |  |
| 18 | Recovery/Deduction of union contributions. Generation of reports of check off with a facility to locate dual membership | M |  |  |  |
| 19 | Support recovery of all types of deductions with reports like recoveries made, overdue list etc. | M |  |  |  |
| 20 | Support calculation and payment of arrears with consequent tax adjustments as and when pay revision happens | M |  |  |  |
| 21 | Ability to calculate and generate supplementary/recovery bill | M |  |  |  |
| 22 | Support payment of subsistence allowance in case of suspended employees and facility for rephrasing various staff loans when on loss of pay and suspension | M |  |  |  |
| 23 | Should support for generation of staff overdue loan alerts and collection of overdue in salary | D |  |  |  |
| 24 | Support creation of PF enrollments, nominations and deduction of employee contribution to PF, Support pooling of monthly contributions to PF, VPF management system | M |  |  |  |
| 25 | Support calculation of employer contributions to PF including both EPF and FPF part (if applicable) | M |  |  |  |
| 26 | Supporting NPS scheme for employees joined on or after 01.04.2010 for deduction of monthly contribution, uploading to NSDL along with Bank contribution, generation of MIS etc | M |  |  |  |
| 27 | should support NPS contributions by both employee and employer | M |  |  |  |
| 28 | The system should have the facility to record voluntary PF contribution and link to payroll for deductions. The input for VPF to come from user with sanction note of competent authority | M |  |  |  |
| 29 | The system should support calculation of periodic interest and crediting the amount to the accounts | M |  |  |  |
| 30 | Mapping of PF accounts with Salary of respective staff members for credit of prescribed monthly contribution from salary | M |  |  |  |
| 31 | Provision for online application by an employee for withdrawal or advance for eligible purposes and refund on retirement or exit from PF – rules for eligible purposes and maximum allowable limits to be captured in the system. Generate Sanction letter | M |  |  |  |
| 32 | In case of a new joinee, the system should generate the new PF code to be allocated with due communication to PF department/ pension cell | M |  |  |  |
| 33 | Keeping track of PRAN numbers, reminder for non-PRAN holders for submission of registration form | D |  |  |  |
| 34 | The system should Support PF settlement process including generation of settlement sheets and relevant vouchers for accounting | M |  |  |  |
|  |  | | | | |
|  | **PENSION MODULE** | | | | |
| 1 | The system should maintain rules regarding pension scheme and disbursement options that employees can avail and process the same based on the pension claim forms received (example, commuting option) | M |  |  |  |
| 2 | Application for pension, commutation of pension etc with required documents | M |  |  |  |
| 3 | Calculation of pension, commutation and preparation of sanction notes | M |  |  |  |
| 4 | Facility to generate Pension certificate/ PPO. | M |  |  |  |
| 5 | provision for online approval of pension with maker checker functionality | M |  |  |  |
| 6 | Preparation of Pension and Family Pension sanction letters | M |  |  |  |
| 7 | Preparing revised sanction notes, sanction letters, updation of Pension Pass Books on account of grant of fresh Additional Qualifying Service | M |  |  |  |
| 8 | The system should maintain nominee details to facilitate pension processing | M |  |  |  |
| 9 | Calculation of family pension and disbursement | M |  |  |  |
| 10 | Calculation of IT on pension, deduction and generation of form 16 | M |  |  |  |
| 11 | The system should support pension processing for pensioners - to obtain pension slip/change of nominees/details of pension during financial year/Tax calculations/updation of personal details etc. | M |  |  |  |
| 12 | Calculation of pension/revised pension as and when pay scales are revised | M |  |  |  |
| 13 | Generation of monthly pension slip | M |  |  |  |
| 14 | Obtain declaration of savings from the pensioners regarding savings to be made by them during the current financial year for the purpose of IT deduction through Self Service Module. | M |  |  |  |
| 15 | Submission of life certificate etc online for pensioners and generation of pending list and further course of action | M |  |  |  |
| 16 | Should be integrated with payroll system | M |  |  |  |
| 17 | Provision for recovery of loans/stoppage of recovery after closure of loan | M |  |  |  |
| 18 | Provision for DA rates generation | M |  |  |  |
| 19 | Provision for modification/issuance of duplicate PPO | M |  |  |  |
| 20 | Provision for automatic migration from higher to lower pension for family pensioners | M |  |  |  |
| 21 | Provision for automatic stoppage due to non-submission of Jeevan Pramaan | M |  |  |  |
| 22 | Automatic restoration of commutation portion after specific years | M |  |  |  |
| 23 | Provision for stoppage/hold pension for specific reason | M |  |  |  |
|  |  | | | | |
|  | **ASSETS & LIABILITIES** | | | | |
| 1 | Capability to create Assets & Liabilities documents and define parameters for each item of A&L for employees as per the format provided by bank mainly contains Assets, Liabilities and any other form. | M |  |  |  |
| 2 | Facility to online submission, save, confirm the detail as well as submit and print the submitted data | M |  |  |  |
| 3 | Support maintenance of history of Assets & Liabilities details and support view of previously submitted Assets & Liabilities | M |  |  |  |
| 4 | Support to generate reminder letters/ mails/ workflows to the employees in case of non-submission of Assets & Liabilities etc. | M |  |  |  |
| 5 | Support memo letters/ mails/ workflows to be issued to the employee in case of non-submission of Assets & Liabilities | M |  |  |  |
| 6 | Ability to apply for permission to purchase of asset and generation of NOC | M |  |  |  |
| 7 | Ability to list the newly added assets during the current year | M |  |  |  |
|  |  | | | | |
|  | **CHARGE TAKING REPORT PACKAGE** | | | | |
| 1 | Capability to maintain Charge Taking Information like Charge taking date, deviations observed, responsible persons etc | D |  |  |  |
|
|  |  | | | | |
|  | **ATTENDANCE** | | | | |
| 1 | Mark attendance through online with/without two factor authentication (biometric etc) at the place of posting only | M |  |  |  |
| 2 | Facility to disable two factor authentication if required | M |  |  |  |
| 3 | Mapping respective forwarding/sanctioning authority at all units | M |  |  |  |
| 4 | Capturing time of attendance | M |  |  |  |
| 5 | Allow exit marking in attendance | M |  |  |  |
| 6 | Integration with payroll for recovery of loss of pay etc and integration with leave management, holiday master. | M |  |  |  |
| 7 | Provide consolidated status of present/absent | M |  |  |  |
| 8 | Generation of MIS on un-authorised absence | M |  |  |  |
| 9 | Cancellation of attendance and approval by supervisor | M |  |  |  |
| 10 | Facility to mark On Duty, on strike, absent, on deputation by supervisor | M |  |  |  |
| 11 | Generation of reports like attendance summary with leave days, present days etc, staff participated in strike, monthly attendance report etc | M |  |  |  |
| 12 | Facility to mark attendance on holidays where some special teams like reconciliation team works on holidays with the approval of the supervisor | M |  |  |  |
| 13 | Ability to request attendance from field duty | M |  |  |  |
| 14 | Facility to branch head/dept head to mark for employee when the employee is on strike/absent/on duty | M |  |  |  |
| 15 | Should not permit marking attendance for future dates/ staff under suspension | M |  |  |  |
| 16 | Capability to create Shift Roaster/Mark shift wise duties for reconciliation and clearing related activities etc. | M |  |  |  |
| 17 | Facility to mark Comp-Off for a Working Day against attendance on a Holiday | M |  |  |  |
| 18 | Ability to generate report on staff working beyond time limits fixed by the Bank for better work life balance | D |  |  |  |
| 19 | Ability to configure comp-off to be accrued based on the days worked on Holidays | D |  |  |  |
|  |  | | | | |
|  | **CLEARANCE** | | | | |
| 1 | Able to apply for NOC for VISA/Passport, obtaining loans from within organization/other organizations | M |  |  |  |
| 2 | Able to obtain clearance from departments/branches at the time of retirement/VRS/dismissal etc | M |  |  |  |
|  |  | | | | |
|  | **STAFF SELF-SEVICE PORTAL / Mobile-Application** | | | | |
| 1 | Application in Android and iOS shall be provided to staff for - |  |  |  |  |
| a | Application of leave | M |  |  |  |
| b | Submission of tour diary and advance tour diary | D |  |  |  |
| c | Submission of bills | D |  |  |  |
| d | submission of tour advance | D |  |  |  |
| e | submission of medical aid and hospitalisation expenses | D |  |  |  |
| f | Generation of leave balances | M |  |  |  |
| g | Application for LFC/LTC | D |  |  |  |
| h | Submission of proof of savings for IT exemption | D |  |  |  |
| i | Submission of local conveyance bill using upload | D |  |  |  |
| j | Staff Suggestions and allocation of unique number, keeping track of status, resolution, pending suggestions | D |  |  |  |
| k | Generation of pension slip, submission of life certificate, proof of savings online for pensioners (Pensioners self service) | M |  |  |  |
| l | submission of grievances, its resolution and updation | D |  |  |  |
| n | Ability to generate salary slip, view circulars, previous placements, promotions, dependents etc | M |  |  |  |
| o | Should support Geo-fencing and Geo-Tagging | M |  |  |  |
| p | Should support SIM and device binding | D |  |  |  |
| q | Raise Tickets on HelpDesk Management Module and Track the same | D |  |  |  |
| r | Capability to Digitally Onboard | D |  |  |  |
| s | Option to view eNoticeBoards | D |  |  |  |
| t | Option to view Rewards and Recognitions announced | D |  |  |  |
| u | Capability to Integrate with Cloud based Active Directory for Credential Verification | D |  |  |  |
|  |  | | | | |
|  | **INDUSTRIAL RELATIONS** | | | | |
| 1 | Provision to add registered trade unions | D |  |  |  |
| 2 | Maintenance of service regulations, pension regulations, bipartite settlements, contract copies etc | D |  |  |  |
| 3 | Capturing details of strike like duration, places, branches etc | D |  |  |  |
| 4 | Details of Court cases, their status, outcome, linkages with other cases, tracking mechanism with facility to generate automatic system alerts for dealing staff, email alerts | D |
|  |  | | | | |
|  | **INVESTIGATIONS/ENQUIRIES** | | | | |
| 1 | Capturing the serious irregularities/frauds noticed by vigilance department, PHRD and its status | M |  |  |  |
| 2 | Issuance of notices/memo, seeking explanation | M |  |  |  |
| 3 | Formation of enquiry committees, conducting enquiries, recording minutes and submission to concerned authorities | M |  |  |  |
| 4 | Capturing punishments awarded, linking with payroll, attendance | M |  |  |  |
| 5 | Provision to Appeal by staff members | M |  |  |  |
| 6 | Generation of MIS regarding investigations, enquiries | M |  |  |  |
| 7 | Maintain the data of cases referred to Courts, CBI, CID etc | D |  |  |  |
| 8 | Maintain the list of empanelled lawyers and allocated cases and their status | D |  |  |  |
| 9 | Capability To issue Show cause/Memo to employees | D |  |  |  |
|  |  | | | | |
|  | **OTHERS** | | | | |
| 1 | Capability to have facility like chatbot (or) voicebot for employee Frequent Q & A configured by admin | D |  |  |  |
| 2 | Ability to maintain Helpdesk Management to assign issues reported by employees to HR team for resolution | D |  |  |  |
| 3 | Ability to have survey/feedback as per questionnaire set by admin | D |  |  |  |
| 4 | Ability to configure rules/parameters to identify best performers and include the same in rewards/recognition page in employee profile | D |  |  |  |
| 5 | Capable to maintain learning module such as configuring some topics by admin to read out mandatorily by employees | D |  |  |  |
| 6 | Provision to set Goals for Employees | M |  |  |  |
| 7 | Ability to configure dynamic work flows for users/functionaries/groups without code changes | D |  |  |  |
| 8 | Ability to configure the hierarchical structure of the organization and configure staff across various verticals. Ability to define various policies without any code changes | D |  |  |  |
| 9 | Capability to give restricted/selected access cadre-wise/dept-wise | M |  |  |  |

**Scoring methodology for functional parameters:**

|  |  |  |
| --- | --- | --- |
| **Feature Status** | **Short form** | **Remarks** |
| Readily Available | RA | The feature is already supported and included in the out-of- the-box solution ***(3 Marks shall be allotted)*** |
| Customization | CU | Can be developed / customized and delivered along with the Solution, prior to implementation at no extra cost. ***(1 Mark shall be allotted)*** |
| Not supported / Unavailable | UA | This capability is neither supported nor available with this Solution. ***(No Mark shall be allotted)*** |

**Requirement weightage**: All the features have been divided into “Mandatory” or “Desired”:

* **Mandatory**: All *Mandatory* items carry a weightage of 2 points
* **Desired**: All D*esired* items carry a weightage of 1 point

Total functional score = Σ (Parameter wise Functional score \* Requirement weightage)

# Annexure-12

# General Specifications

**SUB: RFP for implementation of HRMS under SAAS Model**

**Ref: Your BID Ref No. GEM/2023/B/3643897 dated 10/07/2023**

|  |
| --- |
| **Description** |
| 1. The solution should be under OPEX/hosted model, the selected Bidder is responsible for providing required hardware, software, license, security, Bandwidth, hosting space, power cooling, cabling, manpower etc. The bidder should not use End of life equipment, license and software as a part of solution. 2. The solution should be hosted in MEITY approved cloud. 3. The Infrastructure should have high availability architecture and also the data centers should be in different seismic zones within India. 4. The data should reside within India. 5. All the data in transit and data at rest should be encrypted. 6. The selected bidder should ensure all the cyber security for the hosted infrastructure such as Anti malware, Intrusion prevention system, Firewall, Anti APT, Anti DDoS, sandboxing, Web application firewall etc. 7. The solution should have dual factor authentication for all the users. The solution should have facility to self-service password reset. 8. The solution should have support concurrency of at least 1:10 at any point of time without any performance degradation. 9. The bidder should provide storage space of at least 5 GB per user for storing document such as investment proof, investment declaration, ITR, Travel, medical bills etc. and its availability 24x7 10. The selected bidder should ensure that backup of data is taken regularly. 11. The solution should be accessible through web browser such as Microsoft edge, Google chrome, safari etc. 12. The bidder should provide mobile application for IOS and Android for all the staff members/pensioners. 13. The solution should have three-tier architecture with separate WEB, APP & DB. 14. The solution should have separate setup for UAT & production. 15. The solution should ensure strong password protection (Atleast 8 alpha numeric characters) 16. The solution should be Bandwidth efficient, user friendly, interactive with minimum response time. The selected bidder should have sufficient LAN & WAN Bandwidth, compute, memory and storage capacity to provide minimum response time. 17. The selected bidder should handover the complete data pertaining to Bank after completion of contract period or upon termination. 18. The selected bidder should conduct vulnerability assessment and penetration testing (VAPT) of their infrastructure through CERT-IN empanelled vendors and mitigate the vulnerabilities if any. VA shall be conducted half-yearly. PT shall be conducted annually. The relevant reports shall to be submitted to the Bank regularly. 19. The software should be bug free without any back door to the hacker and the selected bidder should submit the source code audit report as and when changes are carried out in the software. 20. The application should be accessible from anywhere within Country. 21. MIS reports should be available on demand for all HRMS modules Branch wise, RO wise and Bank as a whole. 22. The Software should have self-service facility for password reset, uploading documents such as investment proof, transfer request, training request, Medical bills, Travel, Boarding and Lodging bills for each employee. 23. The Solution should support AD integration for enabling Single Sign-on for user login. |

# Annexure-13

# Undertaking of Information Security/Authenticity

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

**SUB: RFP for implementation of HRMS under SAAS Model**

**Ref: Your BID Ref No. GEM/2023/B/3643897 dated 10/07/2023**

We hereby undertake that all the components/parts/assembly/software's used in the  **Solution** under the above like Hard Disk, Monitors, Memory etc. shall be original new components /parts /assembly /software only from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used.

We also undertake that in respect of Licensed Operating System/Software if asked for by you in the purchase order the same shall be supplied along with the authorized license certificate (e.g. Product Keys on Certification of Authenticity in case of Microsoft Window Operating System/Software) and also that it shall be sourced from the authorized source (e.g. Authorized Microsoft Channel in case of Microsoft Operating System).

We confirm that the solution is free from bugs, malware, covert channels in code etc.

Should you require we hereby undertake to produce the certificate from our OSM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OSM supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with the above at the time of delivery or during installation, for the IT Hardware/Software already billed, we agree to take back the **Solution** without demur, if already supplied and return the money if any paid to us by you in this regard.

|  |  |
| --- | --- |
| Date | Signature with seal  Name :  Designation : |

# Annexure-14

# Compliance Statement

**SUB: RFP for implementation of HRMS under SAAS Model**

**Ref: Your BID Ref No. GEM/2023/B/3643897 dated 10/07/2023**

**DECLARATION**

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

|  |  |  |
| --- | --- | --- |
| **Compliance** | **Compliance**  **(Yes / No)** | **Remarks / Deviations** |
| **Terms and Conditions** |  |  |
| **Technical & Functional Requirements for the Solution as per Annexure-9,10 & 11.** |  |  |
| **General Specifications as per Annexure-12** |  |  |

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

|  |  |
| --- | --- |
| Date | Signature with seal  Name :  Designation : |

# Annexure–15

# Undertaking Letter Format

**SUB: RFP for implementation of HRMS under SAAS Model**

**Ref: Your BID Ref No. GEM/2023/B/3643897 dated 10/07/2023**

1. We understand that Bank shall be placing Order to the Selected Bidder exclusive of taxes only.
2. We also confirm that we have quoted the solution with GST only.
3. We also confirm that in case of invocation of any Bank Guarantees submitted to the Bank, we will pay applicable GST on Bank Guarantee amount.
4. We are agreeable to the payment schedule as per “Payment Terms” of the RFP.
5. We here by confirm to undertake the ownership of the subject RFP.
6. We also confirm that we have quoted rates (as per terms and conditions of the tender), giving the rates/price in Bill of Material (BOM).
7. We hereby undertake to provide necessary hardware (if required) with latest product and software with latest version and any third party licenses with latest version required for the implementation of the Solution. The charges for the above have been factored in Bill of Material (BOM), otherwise the Bid is liable for rejection. We also confirm that we have not changed the format of BOM.

|  |  |
| --- | --- |
| Date | Signature with seal  Name :  Designation : |

# Annexure-16

# Escalation Matrix

**SUB: RFP for implementation of HRMS under SAAS Model.**

**Ref: Your BID Ref No.GEM/2023/B/3643897 dated 10/07/2023**

**Name of the Company: Implementation Related Issues:**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **#** | **Name** | **Designation** | **Full Office Address** | **Phone No.** | **Mobile No.** | **Fax** | **Email address** |
|  |  | **First Level Contact** |  |  |  |  |  |
|  |  | **Second level contact (If response not received in 24 Hours)** |  |  |  |  |  |
|  |  | **Regional/Zonal Head (If response not recd in 48 Hours)** |  |  |  |  |  |
|  |  | **Country Head (If response not recd in One week)** |  |  |  |  |  |
|  |  | **Order to be placed on** |  |  |  |  |  |

**Service Related Issues:**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **#** | **Name** | **Designation** | **Full Office Address** | **Phone No.** | **Mobile No.** | **Fax** | **Email address** |
|  |  | **First Level Contact** |  |  |  |  |  |
|  |  | **Second level contact (If response not received in 4 Hours)** |  |  |  |  |  |
|  |  | **Regional/Zonal Head (If response not recd in 24 Hours)** |  |  |  |  |  |
|  |  | **Country Head (If response not recd in 48 Hours)** |  |  |  |  |  |

**Any change in designation, substitution will be informed by us immediately.**

|  |  |
| --- | --- |
| Date | Signature with seal  Name :  Designation : |

# Annexure-17

# Manufacturer Authorization Form

[Note: This Format Letter should be on the letterhead of the OEM/OSM concern and should be signed by an Authorised Signatory of the OEM/OSM]

No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The General Manager

Andhra Pragathi Grameena Bank,

Head Office, II Floor,

Department of Information Technology,

Beside Mariyapuram Church, Akkayapalle,

Kadapa-516003

Dear Sir,

**SUB: RFP for implementation of HRMS under SAAS Model**

**Ref: Bid Ref. No. GEM/2023/B/3643897 dated 10/07/2023**

We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_who are established and reputed manufacturers of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_having factories/development facilities at 1)\_\_\_\_\_\_\_\_\_and 2)\_\_\_\_\_\_\_\_\_\_do hereby authorize M/s\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Name and address of the Agent/Dealer) to offer their quotation, negotiate and conclude the contract with you against the above invitation for tender offer.

We (Manufacturer) hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for HRMS solution under SaaS offered against this invitation for tender offer by the above firm and will extend technical support and updates and ensure availability of spares including processors for our products for a period of Six years from the date of submission of this tender.

We (Manufacturer)also confirm that we will ensure all product updates (including management software updates and new product feature releases) are provided by M/s ………..for all the products quoted for and supplied to the bank during the Contract period. In case this is not considered while quoting and in the event M/s …………. fail in their obligations to provide the updates within 30 days of release/announcement, we hereby confirm that we will provide the same to the bank at no additional cost to the bank and we will directly install the updates and updates and any new Operating Software releases at the bank’s premises.

We also confirm that the proposed solution offered by the bidder to the Bank are correct, viable, technically feasible for implementation and the solution will work without any hassles in all the locations. We also confirm that all the equipment offered are not “End of Life” during the next One Year and “End of Support” for the contract period.

We hereby commit to the tender terms and conditions and will not withdraw our commitments during the process and or during the period of contract.

Yours faithfully

**(Name)**

For and on behalf of M/s

# Annexure-18

# Covering letter format for Commercial Bid

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

Reference No:

Date:

The General Manager

Andhra Pragathi Grameena Bank,

Head Office, II Floor,

Department of Information Technology,

Beside Mariyapuram Church, Akkayapalle,

Kadapa-516003

Dear Sir,

**SUB: RFP for implementation of HRMS under SAAS Model.**

Ref: Your BID Ref No. **GEM/2023/B/3643897 dated 10/07/2023**

We thank you for providing us an opportunity to participate in the subject RFP. Please find our commercial offer as per Annexure-19 Bill of Material format of the subject RFP along with this covering letter.

We confirm to the terms & conditions stipulated in the RFP document, subsequent Amendments, if any, and the replies to the Pre-Bid Queries. We also confirm that we are agreeable to the payment schedule mentioned in the subject RFP.

|  |  |
| --- | --- |
| Date | Signature with seal  Name :  Designation : |

# Annexure- 19

# Bill of Material

**SUB: RFP for implementation of HRMS under SAAS Model.**

**Ref: Your BID Ref No. GEM/2023/B/3643897 dated 10/07/2023**

**TABLE 1:**

**SUBSCRIPTION COST:**

Rates to be provided based on the volumetrics (#of users) provided for Year 1 and subsequent years as mentioned in scope of work

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Description** | **March 2023** | **March 2024** | **March 2025** | **March 2026** | **March 2027** |
| Staff Strength | 2682 | 2700 | 2750 | 2800 | 2850 |
| Pensioners Strength | 1291 | 1362 | 1440 | 1521 | 1569 |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Module** | **Users to be considered** | **Annual Subscription Cost** | | | | | |
| **Year 1** | **Year 2** | **Year 3** | **Year 4** | **Year 5** | **Cost for 5 years(₹)** |
| **Employee Master** | **Staff+Pensioners** |  |  |  |  |  |  |
| **Pension Module** | **Pensioners** |  |  |  |  |  |  |
| **Self Service Portal** | **Staff+Pensioners** |  |  |  |  |  |  |
| **All other Modules** | **Staff** |  |  |  |  |  |  |
| **TOTAL** | |  |  |  |  |  |  |

The prices quoted should be valid for a period of 5 years from the date of issue of purchase order. The same will be considered for TCO calculation purpose. Bank have discretion to place order for different quantity as per the requirement. The quantities indicated in the price bid are projections for the next 5 years and the payment will be made on actual user count in a month.

* + - Bank reserves the right to increase or decrease the quantum of purchase by 10**%** in respect to the quantity (Number of Employees per module) specified in this tender at the same rate arrived at on the Terms and Conditions of this Tender

**TABLE 2:**

**ONE TIME IMPLEMENTATION COST:**

Bidder to provide a detailed breakup of their envisioned efforts and associated pricing that will be incurred and borne by the Bank for the implementation of the in-scope systems

|  |  |
| --- | --- |
| **Item Description** | **Total Cost (₹)** |
|  |  |

**TABLE 3:**

**FACILITY MANAGEMENT (SUPPORT) COST:**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **No. of resources** | **Year 1** | **Year 2** | **Year 3** | **Year 4** | **Year 5** | **Cost for 5 years(₹)** |
| **1** |  |  |  |  |  |  |

**TABLE 4:**

**TCO for the contract period:(TABLE 1+TABLE 2+TABLE 3)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item Description** | **Total Cost without GST (TCO) (₹) as per TABLE 1,2,3** | **GST %** | **GST Amount(₹)** | **Total Cost with GST(₹)** |
| **Subscription cost for 5 years** |  |  |  |  |
| **One Time Implementation Cost** |  |  |  |  |
| **Facility Management (Support) Cost** |  |  |  |  |
| **TOTAL** |  |  |  |  |

1. These details should be on the letter head of Bidder and each & every page should be signed by an Authorized Signatory with Name and Seal of the Company.
2. Please be guided by RFP terms, subsequent amendments and replies to pre-bid queries (if any) while quoting.
3. Do not change the structure of the format nor add any extra items.
4. No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid.

#### Further, we declare that all the terms & conditions as per the RFP are agreeable to us.

**Date: Signature with Official seal**

# Annexure-20

# Bank Guarantee Format for Earnest Money Deposit

To: The General Manager,

Andhra Pragathi Grameena Bank,

Second floor, DIT, Head Office,

Near Mariyapuram church, Akkayapalle

Kadapa-516003

WHEREAS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of Tenderer) (hereinafter called "the Tenderer" has submitted its tender dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Date) for the execution of (Name of Contract) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called "the Tender") in favour of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_hereinafter called the "Beneficiary";

KNOW ALL MEN by these presents that we, \_\_\_\_\_\_\_\_\_(name of the issuing Bank), a body corporate constituted under the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_having its Head Office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_amongst others a branch/office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called "the Bank" are bound unto the Beneficiary for the sum of Rs\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_only) for which payment well and truly to be made to the said Beneficiary, the Bank binds itself, its successors and assigns by these presents;

THE CONDITIONS of this obligation are:

1. If the Tenderer withdraws its Tender during the period of Tender validity specified in the Tender; or
2. If the Tenderer having been notified of the acceptance of his Tender by the Beneficiary during the period of Tender validity;

(i) fails or refuses to execute the Agreement, if required; or

(ii) fails or refuses to furnish the performance security, in accordance with clause \_\_\_\_\_\_\_\_\_\_\_ of conditions of Contract.

We undertake to pay to the Beneficiary up to the above amount upon receipt of his first written demand without the Beneficiary having to substantiate his demand, provided that in his demand the Beneficiary will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

Notwithstanding anything contained herein

i) Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_only)

ii) This Bank Guarantee is valid up to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and

iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (mention period of guarantee as found under clause (ii) above plus claim period)

Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_2023.

(SIGNATURE & SEAL OF THE BANK)

|  |
| --- |
| This Bank guarantee should be confirmed through SFMS by the issuing Bank and the details are as follows  Name of the Bank: Andhra Pragathi Grameena Bank  Name of the Branch: HEAD OFFICE  IFSC Code: APGB0000001 |

# Annexure-21

# DRAFT CONTRACT AGREEMENT

**CONTRACT AGREEMENT FOR …………………………………………………………………………………………….**

**THIS AGREEMENT (the Agreement) executed at Kadapa on ………… day of ………… 2023.**

**BETWEEN**

Andhra Pragathi Grameena Bank, a body corporate constituted under the RRB Act 1976, having its Head Office near Mariyapuram church, Akkayapalle, Kadapa-516003 represented by the Authorised Signatory of its Department of Information Technology, Mr. …………………..., (Designation), (hereinafter referred to as "PURCHASER") which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns and successors) of the **ONE PART**

**AND**

M/s ………………………………….., a Company/Firm constituted and registered under the provisions of the Companies Act 1956 having its Registered Office at …………………………………………… represented by the Authorized Signatory, Mr…………………………… (Designation) (hereinafter referred to as "Vendor /service provider" which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its administrators, successors and assigns) of the **OTHER PART**:

The Purchaser and Vendor/service provider are hereinafter collectively referred to as "Parties".

WHEREAS the Purchaser invited Bids for Products/Services VIZ…………………………………, (Brief description of product/service/solutions) and has accepted the Bid by the Vendor/service provider for ……………………………………………………………… for the sum of Rs………………………..(Rupees …………………………………………………………. only) exclusive of GST (herein after called “the Contract Price").

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the terms and conditions of RFP/ Amendments/ Sanction Order/ Contract referred to.

The RFP Document/ Bid No………………….dated ……………………..as amended from time to time and this Agreement, and the other related documents shall be deemed to form and be read and construed as part of this Agreement, which, inter alia, includes

1. The Bid Form and the Price Schedule submitted by the Bidder.
2. The Bill of Material.
3. The Technical & Functional Specifications;
4. The Terms and Conditions of the Contract;
5. The Purchaser's Letter of Intent/Notification of Award;
6. Schedule of Dates, Amounts etc.,
7. Pre-Contract Integrity Pact;
8. All pre bid clarifications/mail communications shared with the bidder during the processing of this bid.

All the above are collectively referred to as "the said documents" forming an integral part of the Contract are to be taken as mutually explanatory to one another. Detailed site orders as and when released shall form an integral part of this contract. However, in case of conflict between the Clauses of the Contract and Schedules appended to the Contract, provisions of the Clauses of the Contract shall prevail.

1. **SCOPE OF WORK:**

As per the requirement of the Bank.

1. **GENERAL CONDITIONS TO CONTRACT:**
   1. Either party shall not assign any rights or obligations herein without obtaining the prior consent of the other Party.
   2. No forbearance, indulgence, relaxation or inaction by any Party [BANK or VENDOR/ SERVICE PROVIDER] at any time to require the performance of any provision of Contract shall in any way affect, diminish, or prejudice the right of such Party to require the performance of that or any other provision of Contract.
   3. No waiver or acquiescence of any breach, or any continuing or subsequent breach of any provision of Contract shall be construed as a waiver of any right under or arising out of Contract or an acquiescence to or recognition of any right and/or any position other than that expressly stipulated in the Contract.
   4. All remedies of either BANK or VENDOR/ SERVICE PROVIDER under the Contract whether provided herein or conferred by statute, civil law, common law, custom, or trade usage, are cumulative and not alternative may be enforced successively or concurrently.
   5. If any provision of Contract or the application thereof to any person or Party [BANK/ VENDOR/ SERVICE PROVIDER] is or becomes invalid or unenforceable or prohibited by law to any extent, this Contract shall be considered divisible as to such provision, and such provision alone shall be inoperative to such extent and the remainder of the Contract shall be valid and binding as though such provision had not been included. Further, the Parties [BANK and VENDOR/ SERVICE PROVIDER] shall endeavor to replace such invalid, unenforceable or illegal provision by one that is valid, enforceable, and legal and achieve substantially the same economic effect as the provision sought to be replaced.
   6. If during the term of Contract, the performance in whole or in part by either Party [BANK/VENDOR/ SERVICE PROVIDER] of any obligations under the Contract is prevented or delayed by reason of war, destructive act of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemic, quarantine restrictions, strikes, lock-outs, or acts of god (hereinafter referred to individually as an “Event” the notice of happening of which shall be given by either Party to the other within seven days of the date of occurrence of such Event), neither Party [BANK nor VENDOR/ SERVICE PROVIDER] shall be entitled to terminate this Contract nor have any claim for damages against the other by reason only of such non-performance or delay in performance.
   7. None of the provisions of Contract shall be deemed to constitute a partnership between the Parties [BANK and VENDOR/ SERVICE PROVIDER] and neither Party [BANK nor VENDOR/ SERVICE PROVIDER] shall have any right or authority to bind the other as the other’s agent or representative and no Party shall be deemed to be the agent of the other in any way.
   8. Contract shall not be intended and shall not be construed to confer on any person other than the Parties [BANK and VENDOR/ SERVICE PROVIDER] hereto, any rights or remedies herein.
   9. Contract shall be executed in English language in 1 (one) original, the BANK receiving the duly signed original and VENDOR/ SERVICE PROVIDER receiving the duly attested photocopy. Non-disclosure Contract (NDA) will have to be executed with the BANK as per the format prescribed by the Bank.
   10. RFP …………….. dated …………………..along with clarifications & amendments issued shall form integral part and parcel of this CONTRACT.
2. **SECURITY DEPOSIT / PERFORMANCE OF BANK GUARANTEE:**

As specified in the RFP.

1. **VALIDITY OF THE CONTRACT:**

The Contract shall be valid for the Full-Duration (5 years and further extendable to 2 years under Mutual Agreed Terms & Conditions between PURCHASER and Vendor/Service-Provider), till completion of all contractual obligations by the Vendor/Service Provider and PURCHASER for the current orders or further orders to be released to the Vendor/ Service Provider as per the terms and conditions in this contract.

1. **Implementation, Integration, Migration and Commissioning**

The service provider should ensure to finalise SRS within 1 month from the date of PO acceptance and implementation of the entire solution within 6 months from date of acceptance of Purchase Order.

Partial or incomplete implementation will not be considered as completion of project.

1. **RESPONSIBILITIES OF SERVICE PROVIDER:**

The service provider has to inform change in the management of the company, if any, to the Bank within 30 days from the date of such change during contract period.

The Bank will call for Audited Balance Sheet of the service provider at any point of time during contract period and the service provider shall provide the same.

The service provider shall submit updated Escalation Matrix for the product/services on **a Half-Yearly basis** as at the end of 31st March and 30th September during contract period.

The Service Provider shall guarantee that Software/hardware and other such items supplied to the Bank are licensed and are legally obtained and that they will not require further licensing costs, any other costs or any other software/hardware purchase to meet the above mentioned guarantees.

The Service Provider shall carry out the Services as per accepted time schedules. The Service Provider is liable for penalties levied by Bank, as per the Terms of this Agreement, for any deviation by the Service Provider, in this regard. The Service Provider shall provide all the required drivers/software, to ensure the intent of Specification, completeness, Operability, Maintainability and upgradability of the Scope of Work as defined in this Service Level Agreement. The Service Provider shall provide for all the Software required installing, customizing and testing the system without any further charge, expense and costing to Bank, as per the Scope of Work as defined in this Service Level Agreement.

The Service Provider shall be responsible for any discrepancies, errors and omissions or other information submitted by him irrespective of whether these have been approved, reviewed or otherwise accepted by the bank or not. The Service Provider shall take all corrective measures arising out of discrepancies, error and omission other information as mentioned above within the time schedule and without extra cost to the bank.

The Service Provider represents that all software to be supplied as part of the Service(s) under this Service Level Agreement shall meet requirement of the solution proposed by the Service Provider. The Service Provider 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 Service Level Agreement 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 Service Level Agreement, 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 Service Level Agreement and shall be provided by the Service Provider at no additional cost to the Bank.

The Service Provider also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Service Provider of responsibility for the performance of all provisions and terms and conditions of this Service Level Agreement, the Bank expects the Service Provider to fulfill all the terms and conditions of this Service Level Agreement.

That the Bank, its representatives, its Regulators including RBI or persons authorized by the Regulator, its internal/ external/ other Auditors, shall, whenever required/called for, have access to: i) All books, records, information of the Service Provider; ii) Any documents, records of transactions and other necessary information processed/ stored by, given to the Service Provider; and iii) Any document/information given by the Bank to the Service Provider and / or relevant to the outsourced activities available with the Service Provider, pertaining to the services provided under this Agreement by the Service Provider. Bank shall provide a reasonable prior notice before such audit and the cost of the audit shall be borne by the bank.

The access shall also extend to the books, records, information held by/available with any person/firm agent/company engaged by the Service Provider or any documents records of transactions and other necessary information given/stored or processed provided by the Bank, to Service Provider and in turn provided by Service Provider to another agency, in order to render the required Services to the Bank.

The Service Provider shall ensure preservation of documents and data in accordance with legal/regulatory obligation of the Bank communicated to the Service Provider in writing by the Bank, provided to the Service Provider by the Bank, in order to render the required Service to the Bank. The Service Provider has to preserve full data during the Contract period and subsequently to be migrated as per Bank’s direction on mutually agreed Terms.

That adequate step will be taken to build strong safeguards to avoid the comingling of information/documents records and assets of the Bank with other organizations for whom the Service Provider undertakes similar services.

That the Service Provider will ensure to get its security, practices and control process audited on a regular basis and disclose security breaches, if any, to the Bank. The copy of such audit report including the steps taken to address the issues raised by the auditors be provided to the Bank

Service Provider will ensure to have effective business continuity and disaster recovery plan. Service Provider shall develop and establish a robust framework for documenting, maintaining and periodic testing of business continuity and recovery procedures and shall maintain a record of the same.

The Service Provider will conform to the laws, rules and regulations as stipulated by the Central/State Govt/RBI/ and/or any regulatory authority in regard to employment of agents/associates/employees etc including the Minimum Wages Act.

1. **ASSIGNMENT:**
   1. VENDOR/ SERVICE PROVIDER shall not assign to any one, in whole or in part, its obligations to perform under the Contract, except with the BANK’s prior written consent.
   2. If the BANK undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this Contract shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the VENDOR/ SERVICE PROVIDER under this Contract.
2. **SUB-CONTRACTING:**

VENDOR/ SERVICE PROVIDER shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the VENDOR/ SERVICE PROVIDER under the contract without the prior written consent of the BANK**.**

1. **ORDER CANCELLATION/TERMINATION OF CONTRACT:**

* The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:
* Delay in delivery beyond the specified period for implementation.
* Serious discrepancies noted in the items implemented.
* Breaches in the terms and conditions of the Order.
* The Bank reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Bank on the following circumstances:
* Non submission of acceptance of order within 7 days of order.
* Excessive delay in execution of order placed by the Bank.
* The selected bidder commits a breach of any of the terms and conditions of the bid.
* The bidder goes in to liquidation voluntarily or otherwise.
* Failure to maintain guaranteed uptime
* Mergers or amalgamation of Banks
* An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
* The progress made by the selected bidder is found to be unsatisfactory.
* If the project is not completed as per the agreed time lines as per RFP.
* If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
* After the award of the contract, if the selected bidder DOES NOT PERFORM SATISFACTORILY OR DELAYS EXECUTION OF THE CONTRACT, the Bank reserves the right to terminate the contract by giving one months’ advance notice for the same. However, during all such times, when contract is terminated, the bank shall make alternative arrangements within a period of 6 months and till an alternative arrangement is made or till the expiry of six months, the selected bidder shall render all the services and support as agreed as per the original terms of contract
* Bank also has the right to cancel the contract and EXIT WITHOUT CAUSE by giving 6 months advance notice. However, the Bidder should continue to render all the services and support as agreed as per the original terms of contract till the expiry of Notice Period.
* However, the bank shall pay to the bidder amount due to him towards the product and services already provided/rendered as per the contract. Such payment shall be subject to other terms and conditions of RFP like LD etc.
* The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under this contract.
* In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the bidder towards non-performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.

1. **Transfer of Data post Termination of contract**

**Transfer of Configuration Management Database**

6 (six) months prior to expiry or within 2 (two) week of notice of termination of this Agreement Service Provider shall deliver to Bank a full, accurate and up to date cut of content from the Configuration Management Database (or equivalent) used to store details of Configurable Items and Configuration Management data for all products used to support delivery of the Services.

**Transfer of Assets**

6 (six) months prior to expiry or within 2 (two) week of notice of termination of the Agreement Service Provider shall deliver to Bank the Asset Register comprising:

a list of all Assets eligible for transfer to Bank; and

a list identifying all other Assets, (including human resources, skillset requirement and know-how), that are ineligible for transfer but which are essential to the delivery of the Services. The purpose of each component and the reason for ineligibility for transfer shall be included in the list.

Within 1 (one) month of receiving the Asset Register as described above, Bank shall notify Service Provider of the Assets it requires to be transferred, (the “Required Assets”), and Bank and Service Provider shall provide for the approval of Bank a draft plan for the Asset transfer.

In the event that the Required Assets are not located on Bank premises:

Service Provider shall be responsible for the dismantling and packing of the Required Assets and to ensure their availability for collection by Bank or its authorised representative by the date agreed for this;

any charges levied by Service Provider for the Required Assets not owned by Bank shall be fair and reasonable in relation to the condition of the Assets and the then fair market value; and

for the avoidance of doubt, Bank will not be responsible for the Assets.

Service Provider warrants that the Required Assets and any components thereof transferred to Bank or Replacement SERVICE PROVIDER benefit from any remaining manufacturer’s warranty relating to the Required Assets at that time, always provided such warranties are transferable to a third party.

**Transfer of Documentation**

6 (six) months prior to expiry or within 2 (two) weeks of notice of termination of this Agreement Service Provider shall deliver to Bank a full, accurate and up- to date set of Documentation that relates to any element of the Services as defined in Scope of Work

**Transfer of Service Management Process**

6 (six) months prior to expiry or within 2 (two) weeks of notice of termination of this Agreement Service Provider shall deliver to Bank:

* a plan for the handover and continuous delivery of the Service Desk function and allocate the required resources;
* full and up to date, both historical and outstanding Service Desk ticket data including, but not limited to:
* Incidents;
* Problems;
* Service Requests;
* Changes;
* Service Level reporting data;
* a list and topology of all tools and products associated with the provision of the Software and the Services;
* full content of software builds and server configuration details for software deployment and management; and
* monitoring software tools and configuration

**Transfer of Knowledge Base**

6(six) months prior to expiry or within 2 (two) week of notice of termination of this Agreement Service Provider shall deliver to Bank a full, accurate and up to date cut of content from the knowledge base (or equivalent) used to troubleshoot issues arising with the Services but shall not be required to provide information or material which Service Provider may not disclose as a matter of law.

**Transfer of Data**

In the event of expiry or termination of this Agreement Service Provider shall cease to use Bank’s Data and, at the request of Bank, shall destroy all such copies of Bank’s Data then in its possession to the extent specified by Bank.

Except where, pursuant to paragraph above, Bank has instructed Service Provider to destroy such Bank’s Data as is held and controlled by Service Provider, 1 (one) months prior to expiry or within 1 (one) month of termination of this Agreement, Service Provider shall deliver to Bank:

An inventory of Bank’s Data held and controlled by Service Provider, plus any other data required to support the Services; and/

a draft plan for the transfer of Bank’s Data held and controlled by Service Provider and any other available data to be transferred.

**Transfer Support Activities**

6 (six) months prior to expiry or within 10 (ten) Working Days of issue of notice of termination, Service Provider shall assist Bank or Replacement SERVICE PROVIDER to develop a viable exit transition plan which shall contain details of the tasks and responsibilities required to enable the transition from the Services provided under this Agreement to the Replacement SERVICE PROVIDER or Bank, as the case may be.

The exit transition plan shall be in a format to be agreed with Bank and shall include, but not be limited to:

* a timetable of events;
* resources;
* assumptions;
* activities;
* responsibilities; and
* risks.

Service Provider shall supply to Bank or a Replacement SERVICE PROVIDER specific materials including but not limited to:

* Change Request log;
* entire back-up history; and
* dump of database contents including the Asset Register, problem management system and operating procedures. For the avoidance of doubt this shall not include proprietary software tools of Service Provider which are used for project management purposes generally within Service Provider's business.

Service Provider shall supply to Bank or a Replacement SERVICE PROVIDER proposals for the retention of Key Personnel for the duration of the transition period.

On the date of expiry Service Provider shall provide to Bank refreshed versions of the materials required under paragraph above which shall reflect the position as at the date of expiry.

Service Provider shall provide to Bank or to any Replacement SERVICE PROVIDER within 14 (fourteen) Working Days of expiry or termination a full and complete copy of the Incident log book and all associated documentation recorded by Service Provider till the date of expiry or termination.

Service Provider shall provide for the approval of Bank a draft plan to transfer or complete work-in-progress at the date of expiry or termination.

1. **Amendments to Purchase Order**

Once purchase order is issued to the bidder, no amendments or modifications of order and no waiver of any of the terms or conditions thereof shall be valid or binding unless made in writing.

1. **AMENDMENTS TO CONTRACT:**

Once Contract is executed by the VENDOR/ SERVICE PROVIDER, no amendments or modifications of order and no waiver of any of the terms or conditions thereof shall be valid or binding unless mutually agreed and reduced into writing by both the parties.

1. **Extension of Contract**

Bank has the right for extension of contract with the service provider for initial period of two years and further extension may be in multiples of two years with the mutually agreed terms and conditions and commercials

1. **NEGLIGENCE:**

In connection with the work or contravenes the provisions of General Terms, if the service provider neglects to execute 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 service provider calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the service provider liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the service provider.

1. **INTELLECTUAL PROPERTY RIGHTS:**
   1. VENDOR/ SERVICE PROVIDER warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. VENDOR/ SERVICE PROVIDER warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. VENDOR/ SERVICE PROVIDER shall ensure that the Solution supplied to the BANK shall not infringe the third party intellectual property rights, if any. VENDOR/ SERVICE PROVIDER shall ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as VENDOR/ SERVICE PROVIDER.
   2. In the event that the Deliverables become the subject of claim of violation or infringement of a third party’s intellectual property rights, VENDOR/ SERVICE PROVIDER shall at its choice and expense:

[a] Procure for BANK the right to continue to use such deliverables;

[b] Replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or

[c] If the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse BANK for any amounts paid to VENDOR/ SERVICE PROVIDER for such deliverables, along with the replacement costs incurred by BANK for procuring equivalent equipment in addition to the penalties levied by BANK. However, BANK shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, VENDOR/ SERVICE PROVIDER shall be responsible for payment of penalties in case service levels are not met because of inability of the BANK to use the proposed solution.

* 1. The indemnification obligation stated in this clause shall apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party]. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party to make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.
  2. VENDOR/ SERVICE PROVIDER acknowledges that business logics, work flows, delegation and decision making processes of BANK are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of Software/Service.

1. **INDEMNITY:**
   1. VENDOR/ SERVICE PROVIDER shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:
      1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by VENDOR/ SERVICE PROVIDER;
      2. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by VENDOR/ SERVICE PROVIDER;
   2. VENDOR/ SERVICE PROVIDER shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of **Solution** supplied by them.
      1. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.
      2. The limits specified in above clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.
      3. All Employees engaged by VENDOR/ SERVICE PROVIDER shall be in sole employment of VENDOR/ SERVICE PROVIDER and the VENDOR/ SERVICE PROVIDER shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be liable for any payment, payment of Gratuity or claim or compensation (including but not limited to compensation on account of injury / death / termination) of any nature to the employees and personnel of the bidder. The bank has whatsoever no relationship of employee and employer with the persons engaged by the service provider.
2. **Human Resource Requirement**

The service provider by executing the agreement shall be deemed to have unconditionally agreed as under:

* + The service provider shall provide a contingent of well trained personnel and extend necessary mentoring and operational support to the intermediary network of agents, etc. as part of the solution/service.
  + The service provider shall confirm that every person deployed by them on the project has been vetted through a third-party background check prior to their engagement. The service provider shall manage the activities of its personnel or others engaged in the project, etc. and shall be accountable for all the personnel deployed/engaged in the project.
  + In case the performance of the service provider /CSP/agent/employees engaged in the project is not satisfactory or is detrimental to the interests of the Bank, The service provider shall have to replace the said person within the time limits stipulated by the Bank. Where the service provider fails to comply with the Bank’s request, the Bank may replace the said person or their agents/employees on its own.
  + No right to employment in the Bank shall accrue or arise to the employees or agents of the Service provider, by virtue of engagement of employees, agents, etc. of The Service provider for any assignment under this project. It is further clarified that the arrangement herein with the Service provider is a contract for service.
  + The Service provider shall exercise due diligence and only engage persons having established identity, integrity, requisite qualifications and skills and deployment experience for all critical activities.
* The Service provider shall extend all of the outsourced banking and financial services by deploying such personal that have high integrity and meet the qualifications and other criteria stipulated by the Reserve Bank of India , Government or the Bank from time to time and agrees and undertake that during the subsistence of this agreement they will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time as per the provisions of Minimum Wages Act 1948.

1. **CONFIDENTIALITY AND NON-DISCLOSURE:**
   1. VENDOR/ SERVICE PROVIDER shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. VENDOR/ SERVICE PROVIDER shall suitably defend, indemnify BANK for any loss/damage suffered by BANK on account of and to the extent of any disclosure of the confidential information. VENDOR/ SERVICE PROVIDER shall furnish an undertaking in the prescribed format.
   2. No Media release/public announcement or any other reference to the Contract/RFP or any program there under shall be made without the written consent of the BANK, by photographic, electronic or other means.
   3. Provided that the Confidentiality Clause may not be applied to the data or information which;
2. Was available in the public domain at the time of such disclosure through no wrongful act on the part of VENDOR/ SERVICE PROVIDER.
3. Is received by VENDOR/ SERVICE PROVIDER without the breach of this Agreement.
4. Is required by law or regulatory compliance to disclose to any third person.
5. Is explicitly approved for release by written authorization of the Bank."

THESE CONFIDENTIALITY OBLIGATIONS SHALL SURVIVE THE TERMINATION OF THIS CONTRACT AND THE VENDOR/ SERVICE PROVIDER SHALL BE BOUND BY THE SAID OBLIGATIONS.

1. **FORCE MAJEURE:**
   1. VENDOR/ SERVICE PROVIDER shall not be liable for default or non-performance of the obligations under the Contract, if such default or non-performance of the obligations under this Contract is caused by any reason or circumstances or occurrences beyond the control of VENDOR/ SERVICE PROVIDER, i.e. Force Majeure.
   2. For the purpose of this clause, “Force Majeure” shall mean an event beyond the control of the VENDOR/ SERVICE PROVIDER, due to or as a result of or caused by acts of God, wars, insurrections, riots, pandemics, earth quake and fire, floods Government policies or events not foreseeable but does not include any fault or negligence or carelessness on the part of the VENDOR/ SERVICE PROVIDER, resulting in such a situation.
   3. In the event of any such intervening Force Majeure, VENDOR/ SERVICE PROVIDER shall notify the BANK in writing of such circumstances and the cause thereof immediately within seven days. Unless otherwise directed by the BANK, VENDOR/ SERVICE PROVIDER shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.
   4. In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the BANK and VENDOR/ SERVICE PROVIDER shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding above, the decision of the BANK shall be final and binding on the VENDOR/ SERVICE PROVIDER.
2. **PUBLICITY:**

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

1. **SOCIAL MEDIA POLICY:**
   1. No person of the Bank or the Vendor/Service Provider and third parties shall violate the Social Media Policy of the Bank.
   2. The following acts on the part of personnel of the Bank or Vendor/Service Provider and third parties shall be construed as violation of Social Media Policy:

(i) Non-adherence to the standards/guidelines in relation to Social Media Policy issued by the Bank from time to time.

(ii) Any omission or commission which exposes the Bank to actual or potential monetary loss or otherwise, reputation loss on account of non-adherence of Social Media related systems and procedures.

1. **RIGHT TO AUDIT:**
   1. The bank may appoint an internal or third party auditor to audit the proposed application to ensure that the application meets the required performance with the proposed infrastructure considering the five-year period and security related aspects. The Audit areas may spread over application availability, security, performance, Data Sanity and SLA monitoring. The Bank will have the right to conduct Audit at any point of time by giving prior intimation of 3 days either by internal auditors or by external auditors in respect of security/network access and authorization controls and procedures, and other product/services provided by the service provider. The service provider should cooperate to the bank’s auditors in this regard whenever and wherever required.
   2. Further, the Bank or its appointed auditors as well as the regulators like RBI/NPCI/ Cert-IN/Ministry of Finance shall have the right to inspect and audit the hardware/ software/services being provided to the Bank at any time. The Service provider shall co-operate with the auditors/regulators and make appropriate changes as recommended by the auditors/regulators, if any.

The Bank has the rights to ask for the Roles and Responsibilities chart from the Service Provider.

1. **DATA**

Data forms the most important aspect of the Bank’s business. Hence appropriate and adequate measures shall be taken to ensure data security. Vendor should ensure that the Bank’s data is utilized only for carrying out the business of the Bank and for nothing else.

1. **Data Ownership:**

The ownership of the data shall always reside with the Bank. The Service Provider will only act as a custodian of Bank’s data. No part of the Bank’s data shall be used by the Service Provider for any purposes including but not limited to marketing and data mining other than for providing the services under the scope of this agreement.

1. **Data Privacy and Data Protection:**

The Service Provider shall ensure that the data is protected and appropriate policies and controls are put in place to provide data privacy and protection. The Service Provider shall adhere to all laws pertaining to data privacy and protection that are applicable as per the Banking Guidelines in India as per RBI. The Bank will notify the service provider of all such applicable Banking guidelines. The Service Provider shall also ensure that necessary enhancements are made to the services provided whenever there are changes sought either by the regulators or Government of India.

CSP should co-operate for vendor risk assessment as per Bank’s requirements through the bank or through any agency appointed by the Bank. The Service Provider shall notify the Bank of legal requests from Governments or Authorities for the Bank’s data and insist that correct legal processes are being followed in providing the data. The Bank shall be notified of any cyber forensic investigation that is being carried out in the Application/ Database/ System that hosts the Bank’s data and applications. In case of any breach service provider should notify bank immediately.

Service Provider shall not allow any audit activities of the Bank’s infrastructure without getting the written permission from the bank.

Service Provider should ensure half-yearly Vulnerability Scanning and Yearly Penetration Testing of the set up as per Bank’s Policy, regulator/government authorities’ prescription in this regard.

1. **Data Availability**

Offsite Back up storage, readability and retrievably shall be ensured as per Bank’s policy. An appropriate action plan for business continuity (BC) and disaster recovery (DR) shall be considered for any unplanned emergencies.

While DR is a must for providing availability, CSP should ensure that DR site is established in a different geographical location in India. Also the CSP should be able to support ISO 27031 requirements, if Bank seeks for a certification for DR Sites. The Business Continuity Plan (BCP) has to be clearly defined and the same needs to be practiced regularly (at least once in six months), to be ready for any unforeseen emergencies

1. **Data Encryption**

Service Provider shall encrypt data, both at rest and in transit wherever sensitive data is present. Service Provider shall harden the Virtual Machine so that exposure to attacks on virtualization layer is minimized.

Critical and sensitive data as decided by the Bank shall be identified and defined in the ISMS, and appropriate encryption mechanisms shall be defined.

Based on the sensitivity of the data, the Service Provider will provide details to the Bank on the approach adopted for encryption/decryption keys.

1. **Data Security:**

Sensitive data should be encrypted and stored in Cloud Server. Data security shall be further enhanced by implementing firewall to isolate confidential information. Sensitive information not essential to the business shall be securely destroyed in a verifiable manner by the Bank and a secure network protocol shall be used when connecting to a secured information store. CSP shall take adequate controls to avoid data leakage, including archival/backed up data. Compromising data by deletion of records without backup of original content, unlinking a record from a larger context, loss of encoding key and access to sensitive organizational data, pose a definite threat to the users. Proper data protection techniques shall be used and all legal laws are adhered to by the CSP. Compromising data by deletion of records without backup of original content, unlinking a record from a larger context, loss of encoding key and access to sensitive organizational data, pose a definite threat to the users. Proper data protection techniques shall be used and all legal laws are adhered to by the CSP. The encryption algorithm for storing critical and sensitive data on the Cloud should be atleast AES 256 in CBC mode or equivalent. Secure destruction by secure wipe routines and checking successful execution of erasure of file/data shall be ensured.

1. **Data in-transit**

Data transfer from Bank’s Data Centre to Cloud Server, encrypted using Cryptographic algorithms, as per Industry Standards (using AES 256 in CBC mode or equivalent).

With minimum TLS 1.2(Transport Layer Security) and SSL (Secure Sockets Layer) data encryption methods must be used for data protection.

1. **Recovery**

Service Provider should support Disaster Recovery set up and switch to DR setup in case of disaster as per RPO and RTO limits mentioned below. Any offering that does not replicate the data and application infrastructure across multiple sites is vulnerable to a total failure.

RTO and RPO limits are as below:

RTO: 120 mins

RPO: 0 minutes

Service Provider needs to abide by the Bank’s policy on the modalities and frequency of disaster recovery drills as mutually agreed.

1. **Data Loss**

Business continuity and DR plans must be well documented and tested. The Service Provider shall take adequate backups in specific intervals for disaster recovery and business continuity. Thus the Service provider will confirm and guarantee the availability of data in accordance with the RPO mentioned above.

The Service Provider shall extend full-co-operation for incident response and recovery using backups.

Data Integrity check may be conducted by Bank or Bank appointed auditors on need basis. Proper audit logs and trails should be maintained/ facilitated by the Service Provider about all accesses to the data. Proper audit logs and trails should be maintained/ facilitated by the CSP about all accesses to the data. Service Provider may allow access to all types of logs including the System Logs for the log correlation for identifying the possible security threats.

Due to data loss or privacy breach, if there is any claim from Bank’s Clients/customers, it is the responsibility of the CSP to meet such claims.

1. **Data Accessibility:**

The access to data should not be with CSP (Zero Standing Access). Data privacy should be assured by the CSP. Bank should give explicit access to CSP if required, for trouble shooting through MFA.

Multi-Factor Authentication: CSP should provide Multi-Factor Authentication (MFA).

**Data Residency:**

Since the data and information is available on the cloud and not with the Bank and there is a concern on data access and data location. For Banks, RBI has recommended that customer data has to reside in India. Complete data of the Bank including data at primary data center and secondary data center shall reside in India. The Cloud Service provider shall ensure that no data of the Bank is stored in data centers outside India and would provide audit access to regulator of the environment, whenever there is an audit requirement

1. **CERTIFICATIONS, ATTESTATIONS AND AUTHORISATIONS FOR CLOUD:**

The cloud service to be used by the Bank shall be -

• MEITY Certified

• Meet the Cloud Security Alliance Cloud Controls Matrix

• RBI and Government of India guidelines and mandates on Cloud Computing

• CERT-in guidelines as and when they are released and become applicable

1. **Testing & Monitoring:**

The CSP shall provide the necessary audit logs to bank team which can be used by SIEM /SOC. The CSP shall agree to conduct VAPT by Bank Appointed Auditors. The VAPT/Penetration Testing to be conducted by the Bank as per the existing policy at regular intervals. Access monitoring and logging: CSP should provide access monitoring functionality to detect additional threats

1. **E-Discovery:**

As a result of law-enforcement measures, hardware might be confiscated for investigations relating to a particular customer, affecting the confidentiality of all other customers whose data was stored in the same hardware. Data disclosure is critical in these cases of data forensics. The CSP shall ensure that either there is physical segregation of hardware, in case of private cloud for critical data as defined by the Bank or there are copies of data locally stored automatically to ensure no business downtime during such issues faced by the CSP. For public cloud infrastructure also, the CSP to ensure data redundancy is in place to ensure no business downtime.

Incident management and response: CSP should have 24x7 incident response service that works to mitigate the effects of attacks and malicious activity. The incident response team follows established procedures for incident management, communication, recovery, and uses discoverable and predictable interfaces with internal and external partners alike.

1. **IT Security on Cloud:**

The Bank’s Security Policy shall be adhered to even in the cloud. CSP shall adhere to the following at a minimum:

a) Infrastructure Security: The first level of security needed is at physical level, to ensure that cloud data centers and compute nodes are physically secure. The security of infrastructure and provisioning of secured environmental conditions is a basic requirement.

b) Network security: In public cloud, security considerations increase multifold with respect to connectivity to cloud, security policies to be enforced and risks associated in data transfer to or from cloud. It is very important to optimize service availability by mitigating risks to network components. Guaranteed availability and performance of network links is a must for ensuring that resources in cloud are accessible from within the Bank and outside.

c) Application and Process security: It is essential to keep applications secure, protected from malicious or fraudulent use and hardened against failure as Banks require secure cloud applications and provider processes. Some of the vulnerabilities include (but are not limited to) cross-site scripting, Structured Query Language (SQL) injection and code hacking. Malicious users (hackers) with help of ever-evolving tools and technologies, scan for applications hosted on internet to exploit vulnerabilities, including complete hacking and defacing the website to capturing business and client sensitive information like credit card details, bank account information etc., leading to financial frauds. Two main root causes of such attacks are deficiency of security methodologies and design flaws. Coding practices and security processes followed as part of Systems Development Life Cycle (SDLC) should incorporate sufficient security into application code. Cloud Service Providers should use a combination of security layers – host access, perimeter and layered network security, federated access control, encryption – to protect applications hosted on cloud.

d) Data Security: Details of Data Security has been covered in the previous section. Cryptographic techniques need to be used to control access to critical and sensitive data/information in transit and storage

e) Remote Access: Strong controls and policies should be in place at the CSP end for any remote access facility.

f) Identity and Access Management: Privileged access to data has to be monitored and controlled by the CSP.

g) Secure Data Deletion: Require that cloud service providers offer a mechanism for reliably deleting data at a consumer's request.

h) Application Security: Every application affecting critical/sensitive information (for example, impacting financial, customer, control, risk management, regulatory, and statutory aspects), must provide for detailed audit trails/logging.

The CSP shall proactively investigate and monitor irregular behavior and possible threats. Appropriate governance mechanisms including Role-based access control (RBAC) should be in place as a part of the contract comprising of better anticipation of risks, design & adapt security practices and respond to threats, while preserving the rights of the individual stakeholders. Cloud service provider should adhere to bank’s information security policy and should adopt the strategy for combating various security threats such as Vulnerabilities, threats and Risks, Dos and DDoS type of attacks by taking into consideration of the guidelines/advises if any, issued by Bank’s Information Security team from time to time. However, the security of the cloud environment has to be ensured by the Cloud Service provider by strategizing the Security requirements of the cloud.

1. **Quality of Service:**

**Interoperability and portability**

The applications to be deployed on the cloud shall ensure that Technical Interoperability, Syntactic interoperability, semantic interoperability and organizational interoperability are achieved. The CSP shall ensure there are no hindrances for interoperability.

The Bank shall have complete rights on data portability and application / system portability. The CSP shall enable the Bank to achieve portability

1. **Metering and Billing / Charging Performance**

Since the Bank shall pay on a per use mode, accounting of resources used and billed needs to be substantiated by the cloud service provider by preserving the complete logs and all such other details which are essential for the complete satisfaction of the Bank. The satisfaction of the Bank with the billing performance may comprise of timely receipt of the bill, accuracy and completeness of the bill, clarity in bills/ presentation of the billing information in terms of transparency and understandability, and a transparent process of resolution of billing complaints.

1. **UPTIME:**

The system is said to be up when user is able to use the system without any performance problem or glitches. **The system needs to be up 99% of the total hours.**

Uptime (%) = ((Sum of total hours during month – Sum of downtime hours during month) X 100) / Sum of total hours during month.

Scheduled downtime shall be deducted from the total hours during the month. Scheduled downtime should not be in office hours and only after consultation of bank, the scheduled down time is to be announced.

Scheduled downtime means the application is not available on account of failure of application or system or infra provided by the service provider. The Scheduled downtime shall be calculated from the time the user reports unavailability or the tool that captures the metrics.

The Service provider up should deploy monitoring tools to measure and report the SLAs, that incorporates actuals and expected performance, to the bank on monthly basis.

Deductions will be made from the any kind of payment due to the service provider by the bank.

1. **Penalties**

**Penalties due to downtime Application**

The service provider shall guarantee 99 % uptime of the application. The Service provider shall be liable for liquidated damages for uptime maintained below 99% in every month for any of the application. Availability shall be measured at each service level and not at application level.

The applicable penalties would be the same irrespective of the root cause. The following will be penalty applicable monthly during which uptime is observed on lower side i.e.,

Uptime of 99% or above: No Penalty

Uptime less than 99% to 98%: 0.1% of TCO

Uptime less than 98% to 97%: 0.2% of TCO

Uptime less than 97% to 96%: 0.3% of TCO

Uptime less than 96% to 95%: 0.4% of TCO and so on and so forth

However, Maximum penalty under this can be of 5 % of TCO

The penalty will be deducted from any of the payment due for the service provider.

Penalties, if any shall be calculated for every month and recovered from the charges payable or from the PBG amount.

**Penalties due to slow application response**

The service provider shall ensure that application is giving normal transaction response time i.e., 10 seconds per page loading/submission etc.,

The applicable penalties would be the same irrespective of the root cause. Penalty at the rate of Rs.1,00,000/- will be applied for every half an hour of transaction response slowness. Response time will be measured on monthly basis.

The penalty will be deducted from any of the payment due for the service provider.

Penalties due to migration data accuracy

The service provider shall guarantee 100 % accuracy for data migration. The Service provider shall be liable for liquidated damages if the data accuracy falls below 100%.

The percentage shall be calculated total no of error free records migrated/ total no of records migrated in that batch.

Penalty at the rate of Rs.1,00,000/- will be applied for every drop in 1 % i.e., Rs.1,00,000/- if the data accuracy is below 100 % and Rs.2,00,000 if the data accuracy is below 99% and so on for every %.

**Penalties due to non-resolution of issues raised to Helpdesk/ Support Team**

All the calls are to be logged into and ticket number should be generated. The penalty will be deducted from any of the payment due for the service provider

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **#** | **Area** | **Description** | **Mean time to Closure** | **Every Hour**  **( After Mean time)** |
| 1 | Critical Issues | Issue affecting Majority of the users (>50% active users) which can be considered as outage of HRMS | 6 Hrs. | 1,00,000 |
| 2 | Medium Issues | Issue affecting limited number of users | 24Hrs. | 1,00,000 |
| 3 | Normal Issues | Issues that are non-critical issues which are not show  stoppers. | 48 Hrs. | 1,00,000 |

**Penalties for delayed implementation of the HRMS application**

The Service provider is expected to complete the responsibilities that have been assigned on time.

The service provider should ensure implementation of HRMS application with all the functional requirements.

As a deterrent for delay, Bank would levy penalties for delays attributable to the Service provider. Notwithstanding the Bank ‘s right to cancel the order, liquidated damages at 1 % of TCO of the Project Cost will be charged for every week delay in implementation.

**Penalties related to Facility Management**

The engineer should be punctual and sign on the register provided at the office.

Facility Management resources should be compensated with similar resources for their non-availability.

In the case of unauthorized absence, a penalty equivalent to per day cost of the person will be levied. In case of non-availability of resource for three days continuously will attract a deduction in resource cost for one corresponding week.

The penalty will be deducted from any of the payment due for the service provider.

**Penalties due to delayed delivery of customization**

All customization entrusted to the service provider should be completed within timelines agreed while finalization of the approach document. If serious bugs are observed during testing, customization will be treated as not delivered.

Bank reserves the right to charge penalty for delayed delivery of customization at the rate of 5 % of the customization cost per week. The penalty will be increased to 10% per week for the delay beyond 2 weeks from the stipulated delivery date. This will be applicable even if the customization is developed by a third party OEMs

The penalty will be deducted from any of the payment due for the service provider.

1. **PRICING:**

* The price quoted when the commercial bid is called for should be in Indian Rupees on a fixed price basis and should include the following:
  + - * One time implementation cost.
      * Subscription cost for 5 years
      * Facility Management (Support) Charges for 5 years
    - The solution provided should be complete and no other costs will be entertained.
* Projections of staff and pensioners for the next 5 years are as below:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Description** | **March 2023** | **March 2024** | **March 2025** | **March 2026** | **March 2027** |
| Staff | 2682 | 2700 | 2750 | 2800 | 2850 |
| Pensioners | 1291 | 1362 | 1440 | 1521 | 1569 |

Service provider have to consider the above staffing pattern and provide annual subscription cost module-wise. Module-wise staffing pattern to be considered are as follows:

* + - Staff+Pensioners for employee master
    - Pensioners for pension module
    - Staff+Pensioners for self-service portal and
    - Staff for all other modules.
    - The prices quoted should be valid for a period of 5 years from the date of issue of purchase order. The same will be considered for TCO calculation purpose.
    - Bank have discretion to place order for different quantity as per the requirement.
    - The quantities indicated in the price bid are projections for the next 5 years and the payment will be made on actual user count in a month.
    - Bank reserves the right to increase or decrease the quantum of purchase by 10**%** in respect to the quantity(Number of Employees per module) specified in this tender at the same rate arrived at on the Terms and Conditions of this Tender
    - All tools, tackles, testing instruments, consumables, vehicles, transportation, boarding, etc., as required for commissioning / maintenance /patch updation etc., shall be provided by the Service provider at no extra cost to the Bank for completing the scope of work as per this RFP.
    - Prices quoted should include all taxes, duties, GST and levies
    - Prices shall be inclusive of all costs to be charged and segregated into onetime costs and recurring costs, taking care of the end to end solution. Taxes, duty, service taxes, GST/VAT, Govt., charges or any other cost should be mentioned specifically.
    - In case the equipment is to be imported, the vendor is required to do all such processes like customs clearance etc., without involving the Bank in any manner at any stage. It will be the responsibility of the SI to abide by all the statutory requirements like payment of all taxes, duties etc., without any reference to the Bank. Bank accepts no responsibility or liability in this regard.

1. **PRICE VALIDITY:**

The price finalized shall remain valid for a period of five years from the date of such finalization.

1. **PAYMENT TERMS:**

* Bank’s standard payment terms are only applicable. No advance will be paid against the Purchase order.
* SRS shall be finalised within 1 month from the date of PO acceptance. The expected time lines for the complete implementation of entire HRMS application as per finalised SRS is 6 months from the date of acceptance of Purchase Order.

All payments will be released only after successful implementation of HRMS solution as per the SRS finalised.

* The terms of payment will be as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **#** | **Payment Stages** | **Percentage**  **of Payment** | **Condition/Remarks** |
|  | **Subscription cost** | **Monthly** | Payment shall be made in Arrears after deducting LD if any & taxes against submission of invoice after the date of GoLive |
| b. | **Implementation cost** | **One Time Cost** | Payment shall be made in arrears after successful completion of the solution by deducting LD if any & taxes against submission of invoice after GoLive date |
| **c.** | Facility Management Cost | **Monthly** | Payment shall be made in Arrears after deducting LD if any & taxes against submission of invoice |

* + - * Sign off will be given only after complete roll out of HRMS application (Web and Mobile) with all the functional requirements as per finalised SRS.
* Invoices should be clear, legible, transaction wise and activity wise. Invoices raised otherwise will be summarily rejected.
* The Service provider has to include all costs like Travel, Lodging & Boarding, Local Travel expenses, etc. incurred during the period and Bank will not bear any additional costs on these.
* In case of delayed delivery or incorrect delivery, then date of receipt of the correct and final component shall be treated as delivery date for penalty and other calculation. Service provider shall quote all the figures in numbers followed by in words enclosed in brackets in all commercial bid.
* Further, the above payments will be released only after submission of PBG and signing of SLA, Integrity Pact and Non-Disclosure Agreement by service provider.
* Any change in the tax rate will be considered while making payments. Any upward revision in taxes will be paid by the Bank; benefit due to any reduction in taxes is to be passed on to bank.
* Bank will not consider any other payment terms even if it is mentioned in the offer letter.
* Invoices should be clear, legible, site/location wise and activity wise. Invoices raised otherwise will be summarily rejected. Amounts pertaining to different sites/locations/activities should not be clubbed together.
* Please note that Originals of invoices (plus One Copy) reflecting GST, GSTIN, State Code, State Name, Taxes & Duties, Proof of delivery duly signed by Bank officials of the respective Branch/office should be submitted while claiming payment in respect of orders placed.
* The vendor has to submit commissioning reports duly signed by the Bank officials of the respective Branch/offices while claiming payment. The invoice and installation report should contain the details of the services delivered as per Bill of Material.
* Payment shall be released within 30 days of submission of relevant documents as per RFP terms.

The payments will be released through NEFT/RTGS after deducting the application LD/Penalty, TDS if any, centrally by Head Office at Kadapa respectively and the service provider has to provide necessary Bank Details like Account No., Bank’s Name with Branch, IFSC Code etc.

1. **CORRUPT AND FRAUDULENT PRACTICES:**

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

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

"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.

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

The service provider agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.

The service provider shall ensure compliance of CVC guidelines issued or to be issued from time to time.

1. **RESOLUTION OF DISPUTES:**

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

1. **GOVERNING LAWS AND JURISDICTION OF THE COURT:**

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 other party 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.

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

1. **CHANGE MANAGEMENT PROCESS:**

* The Bank may seek the Service Provider’s service for any Work / Services apart from the Scope of work as defined in the Scope of this Agreement.
* Such Service will follow the “Change Management Process” as defined below.
* Generation of Change Request by the Bank with the Change/ Requirement Details.
* Response to the Change Request by the Service Provider in form of Functionality Scope Document (**FSD**) with the Full Data / Functional Flow.
* Acceptance of FSD by the Bank
* Proposal / Quotation by the Service Provider on Efforts basis
* Price negotiation and Finalization by Bank and the Service Provider
* Issuance of Work Order by the Bank to the Service Provider
* Payment Terms of Change Management Requests will be as per the Work Order of the Change Management Request.
* Such Change Management Requests will be the Integral Part of this Agreement along with the documents comprising the Agreement.
* The Payment for these Change Management Requests are all One-Time and does not attract any Annual Maintenance Contract (AMC)

1. **NOTICES:**

Any notice or other communication required or permitted by this Contract shall be in writing, in English, delivered by certified or registered mail, return receipt requested, postage prepaid and addressed as follows or to such other address as may be designated by notice being effective on the date received or, if mailed as set above:

If to BANK:

Registered Office Address: ……………………………………………….,

Andhra Pragathi Grameena Bank Head Office (Annex),

2ND FLOOR, Department of Information Technology,

Beside Mariyapuram church, Akkayapalle,

Kadapa -516003

Designated Contact Person: ………………. (Designation)

Phone: …....................

Email: [………………………………..](mailto:baijukc@canarabank.com)

If to VENDOR/ SERVICE PROVIDER:

Registered Office Address:

Designated Contact Person: Sri. \_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

Phone: +91-\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

IN **WITNESS** WHEREOF, the Parties hereto have executed this Agreement the day and year first herein above written.

Signature: Signature:

Name: Name:

Designation: Designation:

For & on behalf of: For & on behalf of

(BANK) (VENDOR/ SERVICE PROVIDER)

In the presence of: In the presence of:

Signature: 1: Signature: 1:

Name: Name:

Designation: Designation:

Signature: 2: Signature: 2:

Name: Name:

Designation Designation

# Annexure-22

# Proforma of Bank Guarantee for Contract Performance

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

To

The General Manager

Andhra Pragathi Grameena Bank,

Head Office, II Floor,

Department of Information Technology,

Beside Mariyapuram Church, Akkayapalle,

KADAPA-516 003

WHEREAS (Name and address of M/s XXXX Ltd (hereinafter referred to as “the CONTRACTOR”) has undertaken to supply, transportation, transit insurance, local delivery and installation insurance up to Acceptance by the bank, Acceptance testing and also includes documentation, warranty, annual maintenance, if contracted, and training or demo of your personnel related to …………………………………………………………………………..(Description of RFP)as per their Contract dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_with you (hereinafter referred to as “the CONTRACT” )

AND WHEREAS in terms of the conditions as stipulated in the contract, the CONTRACTOR is required to furnish, a Bank Guarantee by way of Performance Guarantee, issued by a Scheduled Bank in India, in your favour, as per Clause \_\_\_\_\_\_ of the CONTRACT, to secure due and satisfactory compliance of the obligations by the CONTRACTOR on their part, in accordance with the CONTRACT, (which guarantee is hereinafter called as “the PERFORMANCE GUARANTEE)”

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

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

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

We (Name of the issuing Bank), undertake to indemnify you and keep you indemnified from time to time to the extent of Rs………….. (Rupees ……………………….) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the CONTRACTOR of any of the terms and conditions contained in the contract and in the event of the CONTRACTOR default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the CONTRACT or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs………….. (Rupees ……………………….) may be claimed by you on account of breach on the part of the CONTRACTOR of their obligations in terms of the CONTRACT.

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

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

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

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

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

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

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

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

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

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

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

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

Notwithstanding anything contained herein

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

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

Dated this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2023.

For and on behalf of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BRANCH MANAGER

SEAL

ADDRESS

PLACE

**Name of the Bank: Andhra Pragathi Grameena Bank**

**Name of the Branch: Head Office DIT**

**IFSC Code: APGB0000001**

**The Bank Guarantee has to be confirmed through SFMS by the issuing Bank branch.**

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*End of the ATC\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

# Annexure-23

# Format for Sending Pre-Bid Queries

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **#** | **Page No. of RFP** | **Clause No** | **RFP Clause** | **Bidder’s Query** |
| **1** |  |  |  |  |
| **2** |  |  |  |  |
| **3** |  |  |  |  |
| **…** |  |  |  |  |
| **…** |  |  |  |  |

# ANNEXURE-24

# Pre-Contract Integrity Pact

**(This has to be submitted in the non-judicial Stamp Paper of minimum Rs.200)**

**Subject: RFP for implementation of HRMS under SAAS Model**

Ref: **GEM/2023/B/3643897 dated 10/07/2023**

1. **GENERAL**

This pre-bid contract Agreement (herein after called the Integrity Pact) is made on day of the month 20 , between, the Andhra Pragathi Grameena Bank, a body corporate constituted under RRB Act 1976 having its Head office at near Mariyapuram church, Akkayapalli Kadapa, 516003,with branches spread over 10 districts of A.P (hereinafter referred to as BUYER which expression shall include its successors and assigns) acting through Shri ,

General Manager, DIT, HO, Kadapa representing Andhra Pragathi Grameena Bank, of the BUYER, of the FIRST PART

AND

M/s. represented by Shri Chief Executive Officer/Authorised Signatory (hereinafter called the "BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns), of the SECOND PART

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/ltem)

/engage the services and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is willing to offer/has offered the stores/services and

WHEREAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is a private company/ public company/Government undertaking/ partnership/ LLP/registered export agency/service provider, duly constituted in accordance with the relevant law governing its formation/incorporation/constitution and the BUYER is a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970.

WHERAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER has clearly understood that the signing of this agreement is an essential pre-requisite for participation in the bidding process in respect of Stores/Equipment/ltems/Services proposed to be procured by the BUYER and also understood that this agreement would be effective from the stage of invitation of bids till the complete execution of the agreement and beyond as provided in clause 13 and the breach of this agreement detected or found at any stage of the procurement process shall result into rejection of the bid and cancellation of contract rendering BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER liable for damages and replacement costs incurred by the BUYER.

NOW, THEREFORE, the BUYER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER agree to enter into this pre-contract integrity agreement, hereinafter referred to as Integrity Pact, which shall form part and parcel of RFP as also the contract agreement if contracted with BIDDER, in the event that the BIDDER turns out to be successful bidder, and it is intended through this agreement to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired **Implementation of HRMS under SAAS Model** at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER/SERVICE PROVIDER to

refrain from bribing or indulging in any corrupt practices in order to secure the contract, by providing assurance to them that the BUYER shall not be influenced in any way by the bribery or corrupt practices emanating from or resorted to by their competitors and that all procurements shall be free from any blemish or stain of corruption and the BUYER stays committed to prevent corruption, in any form, by its officials by following transparent procedures.

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

COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

The BUYER represents that all officials of the BUYER, connected whether directly or indirectly with the procurement process are duty bound by rules and regulations governing their service terms and conditions not to demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

The BUYER will, during the pre-contract stage, treat all BIDDERS/SELLERS/CONTRACTORS/SERVICE PROVIDERS alike, and will provide to all BIDDERS/SELLERS/CONTRACTORS/SERVICE PROVIDERS the same information and will not provide any such information to any particular BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER which could afford an advantage to that particular BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER in comparison to the other BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDERS.

The BUYER shall report to the appropriate Government Regulators/Authorities any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach, as and when the same is considered necessary to comply with the law in force in this regard.

In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER with the full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall he debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

COMMITMENTS OF BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDERS

The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the biding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further undertakes that it has not

given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise for procuring the Contract or for forbearing to do or for having done any act in relation to the obtaining or execution of the contract or any other contract with the BUYER or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the BUYER.

The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further confirms and declares to the BUYER that the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is the original Manufacturer/Integrator/Authorized government sponsored export entity of the stores/Authorised Service Provider having necessary authorizations, intellectual property rights and approvals from the intellectual property right owners of such materials/services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities emanating from other competitors or from anyone else.

The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER also undertakes to exercise due and adequate care lest any such information is divulged.

The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

PREVIOUS TRANSGRESSION

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

If the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER makes incorrect statement on this subject, BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER can be disqualified from

the tender/bid process or the contract, if already awarded, can be terminated for such reason.

EARNEST MONEY (SECURITY DEPOSIT)

Every BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER while submitting commercial bid, shall deposit an amount as specified in RFP/Tender Documents as Earnest Money/Security, Deposit, with the BUYER through any of the instruments as detailed in the tender documents.

The Earnest Money/Security Deposit shall be *valid for a period till* the complete conclusion of the contractual obligations or for such period as mentioned in RFP/Contract, including warranty period, whichever is later to the complete satisfaction of BUYER.

In the case of successful BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

No interest shall be payable by the BUYER to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER on Earnest Money/Security Deposit for the period of its currency.

SANCTIONS FOR VIOLATIONS

Any breach of the provisions herein contained by the BIDDER/SELLER

/CONTRACTOR/SERVICE PROVIDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall entitle the BUYER to take all or any one of the following actions, wherever required:-

* 1. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. However, the proceedings with the other BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) would continue.
  2. To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.
  3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
  4. To recover all sums already paid by the BUYER, and in case of the Indian BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of (Name of the Bank/Financial Institution) while in case of a BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/SELLER /CONTRACTOR from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest. The BUYER shall also be entitled to recover the replacement costs from BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
  5. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, in order to recover the payments, already made by the BUYER, along with interest.
  6. To cancel all or any other contracts with the BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER and the BIDDER/SELLER /CONTRACTOR/SERVICE PROVIDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
  7. To debar the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from participating in future bidding processes of the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.
  8. To recover all sums paid in violation of this Pact by BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) to any middle men or agent or broker with a view to securing the contract.
  9. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, the same shall not be opened.
  10. Forfeiture of The Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
  11. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/ CONTRACTOR shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

The BUYER will be entitled to take all or any of the actions mentioned at para 7.1 (i) to

(xi) of this Pact, also in the event of commission by the BIDDER/ SELLER/CONTRACTOR/SERVICE PROVIDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER/SELLER/ CONTRACTOR shall be final and conclusive on the BIDDER/SELLER /CONTRACTOR. However, the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

FALL CLAUSE

The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems/services at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar product/systems or sub systems/services was supplied by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would he refunded by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER, if the contract has already been concluded.

INDEPENDENT EXTERNAL MONITORS

The BUYER has appointed two Independent External Monitors (hereinafter referred to as Monitors) for this Pact in accordance with the recommendations and guidelines issued by Central Vigilance Commission.

The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitors shall on receipt of any complaint arising out of tendering process jointly examine such complaint, look into the records while conducting the investigation and submit their joint recommendations and views to the Management and Chief Executive of the BUYER. The MONITORS may also send their report directly to the CVO and the commission, in case of suspicion of serious irregularities.

As soon as any event or incident of violation of this Pact is noticed by Monitors, or Monitors have reason to believe, a violation of this Pact, they will so inform the Management of the BUYER.

The BIDDER(s) accepts that the Monitors have the right to access without restriction to all Project /Procurement documentation of the BUYER including that provided by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The

BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will also grant the Monitors, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his documentation pertaining to the project for which the RFP/Tender is being

/has been submitted by BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The same is applicable to Subcontractors. The Monitors shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractors( ) with confidentiality.

The BUYER will provide to the Monitors sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties may offer to the Monitors the option to participate in such meetings.

The Monitors will submit a written report to the BUYER at the earliest from the dateof reference or intimation to him by the BUYER/BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER and submit proposals for correcting problematic situations.

FACILITATION OF INVESTIGATION

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

LAW AND PLACE OF JURISDICTION

This pact is subject to Indian Law and the place of jurisdiction is Kadapa, Andhra Pradesh

OTHER LEGAL ACTIONS

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

VALIDITY

The validity of this Integrity Pact shall be from the date of its signing till the end of the Contract Period or such longer period as mentioned in RFP/Contract or the complete execution of the contract to the satisfaction of the BUYER whichever is later. In case BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

The parties hereby sign this Integrity Pact at ............ on ...................

BUYER BIDDER

Name of the Officer CHIEFEXECUTIVEOFFICER/AUTHORISED SIGNATORY

Designation

DIT

Andhra Pragathi Grameena Bank

Witness Witness

1) 1)

2) 2)

# ANNEXURE - 25

# SELF-DECLARATION OF MSEs and STARTUPS

**(TO BE PROVIDED ON LETTER HEAD)**

**T**o

The General Manager

Andhra Pragathi Grameena Bank,

Head Office, II Floor,

Department of Information Technology,

Beside Mariyapuram Church, Akkayapalle,

KADAPA-516 003

YSR Kadapa Dist, AP

SUB: **RFP for implementation of HRMS under SAAS Model**

Ref.: **Bid Ref. No. GEM/2023/B/3643897 dated 10/07/2023**

Dear Sir,

I/We (Name of the Agency), have submitted bids for Implementation of HRMS under SAAS model.

I/We hereby submit following declaration in lieu of submitting Earnest Money Deposit:

* 1. If after opening of tender, I/We withdraw and/or modify my/our bid during the period of validity of tender (including extended validity of tender) as specified in tender documents
  2. If, after award of work, I/We fail to sign the contract, or to submit performance guarantee before the deadline defined in the tender document/RFP

We note that I/We will be suspended for the period of three years from being eligible to submit Bids for contracts with Andhra Pragathi Grameena Bank.

[Signature of Authorised Signatory]

Name:

Designation:

Seal

Place:

Date:

# Appendix –A

# Instructions to be noted while preparing/submitting Conformity to Eligibility Criteria

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

1. Index of all the documents submitted with page numbers
2. Earnest Money Deposit (EMD)in the form of DD/Bank Guarantee in lieu of EMD as per Annexure-20
3. Power of Attorney / Authorization letter signed by the Competent Authority with the seal of the bidder’s company / firm in the name of the person signing the tender documents
4. Checklist as per **Annexure-1**
5. Bid Covering letter as per **Annexure-2**
6. Eligibility Criteria declaration as per **Annexure-3** with documentary proofs for each item in support of the Eligibility Criteria.
7. Bidder’s Profileas per **Annexure-4**
8. Letter of authorization as per Anenxure-5
9. Track Record of Past Implementation of Projects as per **Annexure-7**
10. Non-Disclosure Agreement as per **Annexure-8**
11. Pre-contract Integrity pact as per Annexure-24
12. Declaration of MSEs and Start-ups (if applicable) as per Anenxure-25
13. Write up on the Work Experience / Expertise of Solution provider for Implementation of HRMS under SAAS Model.

# Appendix-B

# Instructions to be noted while preparing/submitting Technical & Functional Proposal

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

1. Index of the entire document submitted with page numbers.
2. Technical & Functional Bid Covering Letter as per **Annexure-9.**
3. Compliance to Technical & Functional Requirements for the **Solution** should be complete with all columns filled in as per **Annexure-10 & 11 along with necessary ARTEFACTS.**
4. Compliance to General Specifications as per **Annexure-12**
5. Undertaking of Authenticity for Selection of Service Provider for Implementation, Integration, Migration and Maintenance of the Solution as per **Annexure-13.**
6. Compliance Statement as per **Annexure-14.**
7. Undertaking Letter as per **Annexure-15**.
8. Escalation Matrix as per **Annexure-16.**
9. Manufacturer/Authorized Distributor in India Authorization Form as per **Annexure-17.**
10. Masked bill of Material as per **Annexure-19.**
11. The Bidder to submit a certificate / letter from OEM/OSM that the proposed solution offered by the bidder to the Bank are correct, viable, technically feasible for implementation and the solution will work without any hassles in all the locations.
12. Technical Documentation (Product Brochures, leaflets, manuals, drawings etc.).
13. A detailed list of the other Infrastructure required and any other precautions to be undertaken should be given in detail along with the Technical Proposal.
14. Bidder has to provide detailed proposed BOM each line item wise for the **Solution** for 5 years as part of Technical Bid.
15. The bidder should submit proposed Solution Document, High Level Architectural Document and Migration Plan, all vetted by the OSM, in the technical Bid.

# Appendix-C

# Instruction to be noted while preparing/submitting Part C-Commercial Bid

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

The suggested format for submission of commercial Offer for this RFP is as follows:

1. Bidder's Covering letter as per Annexure-18.
2. Bill of Material as per Annexure-19.