



Saptagiri Grameena Bank
(Public Sector RRB : Sponsored by Indian Bank)

సప్తగిరి గ్రామీణ బ్యాంక్
(ప్రభుత్వరంగ సంస్థ : ఇండియన్ బ్యాంక్ ద్వారా ప్రయోజితం)

सप्तगिरि ग्रामीण बैंक
(सार्वजनिक क्षेत्र आरआरबी : इंडियन बैंक द्वारा प्रायोजित)

REQUEST FOR PROPOSAL (RFP)

FOR

IMPS SWITCH FOR ROUTING IMPS TRANSACTIONS

ISSUED BY

**SAPTAGIRI GRAMEENA BANK
TAMIL NADU GRAMA BANK
PUDUVAI BHARATHIAR GRAMA BANK**

**RFP No: HO/ITD/1007/2022
Date: 15.02.2022**



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(Public Sector RRB : Sponsored by Indian Bank)

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SCHEDULE OF EVENTS AND BID DETAILS

The following is an indicative timeframe for the overall selection process. Bank reserves the right to vary this timeframe at its absolute and sole discretion, should the need arise. Changes to the timeframe will be published in the Bank's Website.

Sno	Schedule	Date & Time
01	RFP Reference	HO/ITD/1007/2022
02	i. Porting of RFP in Bank Website ii. Advertisement in Newspaper	i) 15.02.2022 ii) 16.02.2022
03	Last Date for submitting the queries (Only through mail)	22.02.2022; 17.00 Hrs
04	Date of pre-response (pre-bid) meeting	Date /Time will be communicated separately.
05	Last date and Time for submitting bids	04.03.2022; 15.00 Hrs
06	Date and Time of opening of bid responses	04.03.2022; 15.30 Hrs
07	Place of Opening RFP responses/ Technical Bid	Saptagiri Grameena Bank, Head Office PB NO: 17, Hotel Durga Complex, Naidu Buildings, Chittoor, Andhra Pradesh - 517001
08	Cost of RFP document	Rs 5,000/- (Rupees Five Thousand only) The cost is Non-refundable. Demand Draft in favour "Saptagiri Grameena Bank" payable at Chittoor
09	Bid Security Guarantee	Rs. 2,50,000/- by way of Bank Guarantee (Rupees Two Lakh Fifty Thousand only) (As per Annexure -XI)
10	Address for communication and submission of responses	The General Manager Head Office, Saptagiri Grameena Bank, PB NO: 17, Hotel Durga Complex, Naidu Buildings, Chittoor, Andhra Pradesh - 517001
11	Contact No	Mr. Raghav Vellore (HOD-ITD,SGB) – 8886644004 Mr. B. Alaiarasan (Sr. Manager,TMD,TNGB) – 9894513433 Mr. K Govindaraj (Manager,TMD,TNGB) - 7829280667 Mr. Prabhu G I (Manager -PBGB)- 8015848626
12	Email	edp@sgbank.in
13	Date of opening of Commercial Bid	The Commercial Bids will be opened for those Bidders who qualify in both eligibility and technical evaluation. The date for opening of Commercial bid would be communicated separately to the technically eligible bidders.

In case scheduled dates fall on a public holiday, the same will be extended to the next working day. All dates mentioned above are tentative dates and the bidder acknowledges that it cannot hold the Bank responsible for breach of any the dates. Non – attendance at the pre-bid meeting or bid opening will not be a cause for disqualification of a bidder.

Section I INTRODUCTION

Saptagiri Grameena Bank (SGB), a Regional Rural Bank, having its Head Office at Chittoor, Andhra Pradesh and Operating in Chittoor and Krishna Districts of Andhra Pradesh with 226 branches and is having a business of Over Rs 16300 Crores.

Tamil Nadu Grama Bank (TNGB), a Regional Rural Bank, having its Head Office at DNo: 06, Yercaud Road, Hasthampathy, Salem - 636007, Tamil Nadu Operating in entire Tamil Nadu (Except Chennai) with 641 branches and is having a business of over Rs 34000 Crores.

Puduvai Bharathiar Grama Bank (PBGB), a Regional Rural Bank, having its Head Office at 441, M.G. Road, Muthaipet, Puducherry - 605003 and operating in union Territory of Puducherry with 44 branches and a business of over Rs 1600 Crores.

PURPOSE

The purpose of this RFP is to select a vendor for supply of Immediate Payment Service (IMPS) switch hosted at the vendor's premises for all the above mentioned 3 RRBs individually.

INVITATION FOR BIDS (IFB)

Saptagiri Grameena Bank, the subsidiary of Indian Bank, on behalf of 3 Regional Rural Banks sponsored by Indian Bank i.e., Saptagiri Grameena Bank, Tamil Nadu Grama Bank and Puduvai Bharathiar Grama Bank are running on the same Core Banking Solution (CBS) platform viz. BANCS 24 supplied by M/s TCS. The Data Centre of all the 3 RRBs is hosted at STT DC, Sivananda Salai, Chennai and the Disaster Recovery site is available at STT DC, Madhapur, Hyderabad. The mode of connectivity to the branches/offices is a combination of Leased Lines, ISDN Lines, MPLS, VSATs, Radio Links and other forms of connectivity, which may emerge in near future.

Saptagiri Grameena Bank (SGB) invites sealed quotations for and on behalf of all the three RRBs, from all eligible bidders to supply IMPS switch hosted at vendor's premises for all 3 RRBs individually. On selection of the successful bidder, individual Purchase Orders will be released by the respective banks. Here after "Bank" refers all the 3 RRBs. Part-I of the bid document will consist of technical and other details and should be submitted manually and Part II will be a sealed bid for commercials.

The address for communication is:

**Saptagiri Grameena Bank,
PB No: 17,
Hotel Durga Complex,
Naidu Buildings,
Chittoor - 517001
Contact Numbers: : 08572-227992**

Mobile Numbers : Mr. Raghav Vellore (HOD-ITD,SGB) – 8886644004
Mr. B. Alaiarasan (Sr. Manager, TMD,TNGB) – 9894513433
Mr. K Govindaraj (Manager,TMD,TNGB) - 7829280667
Mr. Prabu G I (Manager,ITD,PBGB)- 8015848626
Email: edp@sgbank.in

Further information can be had from the bank at the address given above from 10.00 to 17.00 hours on all days from Monday to Saturday except 2nd & 4th Saturday and holidays

Bids must be delivered to the address given above, on or before 15.00 Hours on 04.03.2022 and must be accompanied by a Bid Security of INR 2,50,000/- (Rupees Two Lakh Fifty Thousand only) and a bid fee of INR 5,000/- as Demand Draft in favour of Saptagiri Grameena Bank payable at Chittoor for (non-refundable). Bid submitted without the Bid Fee and Bid Security will not be considered.

Late Bids will be rejected. **Part I (Technical Bid) will be opened** for evaluation by the Bank **at 15.30 Hours on 04.03.2022** in the presence of the bidders. All bidders may send their representatives to attend the bid opening process.

Part II (Commercial Bid) shall be provided in a separate sealed cover as per the format specified.

Please note that

- i. The costs of preparing the proposal including visit / visits to the Bank are not reimbursable.
- ii. The Bank is not bound to accept any of the proposals submitted and the bank has got the right to reject any proposal/annul the tendering process without assigning any reason thereof.
- iii. The Bank can extend the last date for submission of bid.
- iv. Part I should not contain any pricing and commercial information.

Section - II Instructions to Bidders

1 - SUBMISSION OF BIDS

Bidders satisfying the technical and commercial conditions specified in this Request for Proposal (RFP) and ready to supply IMPS Switch for Indian Bank sponsored RRBs in conformity with the scope of work of the RFP may submit their bids in the formats as per **Annexure I, Annexure II, and Annexure III, Annexure VI, Annexure VII, Annexure IX, Annexure X, Annexure-XI and Annexure - XII** respectively. The bid should be submitted in a sealed cover super scribed as under:

"PROPOSAL FOR SUPPLY OF IMPS SWITCH FOR INDIAN BANK SPONSORED RRBs"

The bids in sealed covers should be handed over to contact official (Mr. Raghav Vellore, HOD-ITD, SGB) as per schedule of events and bid details of this RFP in Bank's Information Technology Department, Head Office, Chittoor against acknowledgement on or before the date and time mentioned in the Schedule for bidding process given in schedule of events and bid details of this RFP.

Any bid received by the Bank after the deadline for submission of bids will be rejected. In the event of the specified date and time for the submission of bids, being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.

All enquiries from the bidders, related to this RFP must be directed in writing exclusively to the contact person mentioned (Mr. Raghav Vellore, HOD-ITD, SGB) in schedule of events and bid details of the RFP. The preferred mode of delivering written questions to the aforementioned contact person would be through email followed by letter in writing. In no event Bank will be responsible in ensuring receipt of inquiries.

Extension of submission date and time will be at the sole discretion of the Bank.

2. CONTRACT COVERAGE PERIOD:

The period of contract shall be initially for two years from date of complete implementation. Bank reserves the right to extend the contract on yearly basis on the same terms and conditions, at mutually agreed rates.

Although, Bank reserves right to cancel/terminating the contract during the contract period by giving a 90 Days' notice period.



3- BID FEE

The bidder shall submit the bid along with a Demand Draft in favor of Saptagiri Grameena Bank payable at Chittoor for Rs.5,000/- (Rupees Five Thousand only) (non-refundable) as bid fees. Bid submitted without the DD will not be considered.

4 - AMENDMENT OF BIDDING DOCUMENTS

4.1 At any time prior to the deadline for submission of bids, the Bank, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Documents by amendment(s).

4.2 The Amendment(s) if any will be communicated through mail and it will be binding on all the bidders. Signed copy of the amended document should form part of the Technical Bid.

5- TWO BID SYSTEM

Sealed Envelopes Containing Technical Proposal (Technical Bid) should be clearly superscribed as "**PROPOSAL FOR SUPPLY OF IMPS SWITCH FOR INDIAN BANK SPONSORED RRBs**". All the documents constituting the Technical Bid should be submitted in **hard copy and softcopy except commercial Bid. No commercial information should be available in the Technical Bid.** The Technical Bid should be submitted at the address given below.

Saptagiri Grameena Bank,
PB No: 17,
Hotel Durga Complex,
Naidu Buildings,
Chittoor - 517001

Contact Numbers: : 08572-227992

Mobile Numbers : Mr. Raghav Vellore (HOD-ITD,SGB) – 8886644004
Mr. B. Alaiarasan (Sr. Manager, TMD,TNGB) – 9894513433
Mr. K Govindaraj (Manager,TMD,TNGB) - 7829280667
Mr. Prabu G I (Manager,ITD,PBGB)- 8015848626

Email: edp@sgbank.in

The envelope shall bear the project name and a statement: "**DO NOT OPEN BEFORE**" **04.03.2022**", to be completed with the time and the date specified below.

Formation of Technical Bid :

- I. Language of communication will be English.
- II. Bidder's Information & Technical Bid as per format. (Annexure - II)



- III. Non-refundable fee of Rs. 5,000/- in the form of a demand draft issued by a scheduled commercial bank favouring "Saptagiri Grameena Bank" payable at Chittoor.
- IV. Acceptance of the terms and conditions as contained in this document.
- V. Supporting documents i.e., Satisfactory Performance Certificate from the clientele banks (PSB/Private Bank/ Foreign Bank/ Payment Bank/RRB registered in India) for successful implementation of IMPS solution and document to be issued by the authorized signatory of the Bank.
- VI. Total turnover & Average Turnover for last three years.
- VII. Bid security for Rs.2,50,000/- (Rupees Two Lakh Fifty Thousand only) in the form of Bank Guarantee valid for 120 days from the last date for submission of Tender
- VIII. Power of Attorney given in favour of the person signing the document on behalf of the firm
- IX. Articles of Association, Memorandum of Association of the company.
- X. Audited balance sheets for the last three years.

Formation of Commercial Bid

- I. After technical evaluation, commercial bids of only the eligible Bidders will be opened and the date and time of commercial bid opening will be communicated to the bidders.
- II. Bidders can send their representative for opening of commercial bids.
- III. The prices should be quoted in Indian Rupees only.
- IV. Applicable TDS will be deducted from the payment.
- V. Bank will not pay any other charges including travelling charges / visit charges / hotel stay for any travelling/ training undertaken by the Bidder's staff / personnel throughout the project.
- VI. The price should be firm and not dependent on any variable factors.
- VII. No price variation will be accepted for increases in customs/excise duty, other taxes, and foreign exchange rate variation or for any other reasons.
- VIII. The financial proposal should list all the costs associated with the Assignment.

6- BID SECURITY (EARNEST MONEY DEPOSIT)

6.1 The bidder shall furnish, as part of their bid, a bid security in the form of a bank guarantee issued by a scheduled commercial bank or foreign bank located in India, in the form provided in the bidding documents for a sum of Rs. 2,50,000/- (Rupees Two lakh Fifty Thousand only) and valid for One Hundred and twenty days (120) days after the last date of submission of the bid i.e., Bid validity 90 days + 30 days = 120 days from the last date for submission of bid). Bank may seek extension of Bank Guarantee, if required.

6.2 Unsuccessful bidders' bid security will be discharged or returned after the expiration of the period of bid validity prescribed by the bank.

6.3 The successful bidder's bid security will be discharged upon the bidders signing the contract and furnishing the performance security.

6.4 The bidder will forfeit the bid security,

If a bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form.

OR

in the case of a successful bidder, if the bidder fails to sign the contract or to furnish performance security.

7- PERIOD OF VALIDITY OF BIDS

Bids shall remain valid for the period of 90 days after the last date for submission of technical bid prescribed. A bid valid for a shorter period shall be rejected by the bank as non-responsive. Bids must clearly state the validity of the bid and its explicit expiration date. Bank may seek the extension of bid validity, if required.

8- AUTHORIZATION TO BID

Responses submitted by a Bidder to this RFP (including response to functional and technical requirements) represent a firm offer to contract on the terms and conditions described in the Tender document. The proposal must be signed by an official authorized to commit the bidder to the terms and conditions of the proposal. Bidder must clearly identify the full title and authorization of the designated official and provide a statement of bid commitment with the accompanying signature of the official and submit the copy of power of attorney / authority letter authorizing the signatory to sign the bid.

9- DEADLINE FOR SUBMISSION OF BIDS

9.1 Deadline for bid submission is 04.03.2022, 15.00 Hours. The bid document along with required enclosures should be submitted at the place mentioned in clause No. 5 either in person or it can be sent by post but it should reach the concerned officer on or before 15.00 Hrs. on 04.03.2022.

9.2 In the event of the specified date for the submission of bids, being declared a holiday for the bank, the bids will be received up to the appointed time on the next working day.

9.3 The bank may, at its discretion, extend this deadline for the submission of bids by amending the bid documents, in which case all rights and obligations of the bank and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.



9.4 Any bid received by the bank after the deadline for submission of bids prescribed by the bank will summarily be rejected and returned unopened to the bidder.

10- OPENING OF BIDS BY BANK

10.1 The bids (PART-I) will be opened in the presence of bidders' representatives if any.

10.2 The bidders' names, bid modifications or withdrawals and the presence or absence of the requisite bid security and such other details as the bank, at its discretion, may consider appropriate, will be announced at the bid opening. No bid shall be rejected at bid opening, except late bids, which shall be returned unopened to the bidder.

10.3 The technically qualified bidders will be intimated on date of opening of commercial bids. Commercial bids will be opened and L1 bidder will be finalized.

11 - FORMAT AND SIGNING OF BID

All pages of the bid, except for non-amended printed literature, shall be initialed by the person or persons signing the bid. Any interlineations, erasure or overwriting shall be valid only if they are initialed by the person or persons signing the Bid.

12 - CLARIFICATION OF BIDS

During evaluation of the bids, the Bank may, at its discretion, seek clarification from the Bidder for the bid submitted by the bidder(s). The request for clarification and the response shall be in writing/email, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

13 - AMENDMENTS OF RFP DOCUMENT

Bank reserves the right to amend the RFP any time prior to deadline for submission of bid. The same shall be notified to all the bidders through e-mail/website and such amendments shall be binding on the bidders.

14 - EVALUATION CRITERIA

14.1 General Evaluation

- a) The Bank will examine the bid to determine whether they are complete, whether the documents have been properly signed and whether the bid is generally in order.
- b) Bid document must be submitted in a single hard bound file. (No loose pages must be submitted). All pages of the Bid Document must be serially numbered and must be signed in Full (no initials) by the authorized signatory and stamped by Bidder's Official seal. All Annexures must be on the letter head of the Bidder, except those which are to be provided by OEM/CA/third party. All documents, addressed to the Bank, should be submitted in Original. (No Photocopies will be acceptable).



- c) All third-party documents must be signed by their authorized signatory and his/her designation, Official E-mail ID and Mobile no. should also be evident. Bidder is also required to substantiate whether the person signing the document is authorized to do so on behalf of his company. Inability of the bidder to prove the genuineness/authenticity of any third-party document may make the bid liable for rejection.
- d) The bank may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation.
- e) Prior to the detailed evaluation, the bank will determine the substantial responsiveness of bid documents. For the purposes of these clauses, a substantially responsive quote is one which conforms to all the terms and conditions of the bid documents without material deviations.
- f) The Bank at its discretion may modify any minor criteria in the bid, which does not affect the relative ranking of any Bidder.
- g) Evaluation may include enquiry with the customers/offices where the services of the bidder are rendered, and discussion with them.
- h) Bank reserves the right to negotiate with lowest bidder for further reduction in price under exceptional circumstances.
- i) No extra charges other than those quoted in the Bid will be entertained including Sales Tax / Conveyance / Courier etc.

14.2 Technical Evaluation

- a) Technical bid opening will be done in presence of authorized representatives of all the bidders (if they choose to be present) who have submitted technical bid successfully (both online & in Hard Bound File) within the stipulated time lines set by the Bank.
- b) First of all, the RFP Cost and BID SECURITY/EMD of all bidders will be verified. If any RFP Cost/EMD is not found in order, that bidder will be declared ineligible for further participating in the tender process. After that technical bid will be evaluated based on the eligibility criteria defined in the RFP document. Bids complying with all the eligibility criteria and confirming compliance to all the terms & conditions of RFP document would be further evaluated on technical parameters.
- c) Bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short-listed for further process.



- d) Bank will determine to their satisfaction whether the bidder selected as having submitted the best evaluated responsive bid is qualified to satisfactorily perform the contract. The decision of Bank will be final in this regard.
- e) The Bank reserves the right to accept or reject any product/ item/ technology/ module/ functionality proposed by the bidder without assigning any reason thereof. The Bank also reserves the right to reject any Bid, in case any of the Technical Specification is not in compliance to Bank's requirement. Decision of the Bank in this regard shall be final and binding on the bidders.
- f) Arithmetical errors will be rectified as follows:
 - i. If there is any discrepancy in total amount and multiplication of unit rate and Multiplication factor, unit rates will prevail and the total amount shall be recalculated on the basis of Unit rate and multiplication factor.
 - ii. If there is any discrepancy between words and figures, the amount in the words will prevail.
 - iii. The bid determined as not substantially responsive will be liable for rejection by the purchaser and may not be made responsive by the bidder by correction of the non- conformity. The decision of the Bank in this regard will be final. The purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice to affect the relative ranking of any bidder.

14.3 Commercial Evaluation

- a) Technically qualified bidders alone will be intimated the date of opening of commercial bids.
- b) The commercial bids shall be opened in the presence of shortlisted bidders, if they choose to be present. The intimation of time and place of opening of commercial bids will be informed separately to the shortlisted bidders only. If the shortlisted bidders or their duly authorized representatives are not present, the commercial bids will be opened in their absence. No information regarding the Commercial opening will be provided later to the bidders who did not attend the commercial opening, neither telephonically nor through mail.
- c) After opening of commercial bids as above, commercial evaluation & verification of the bids will be done by the Bank. Any arithmetic errors will be rectified as per the conditions mentioned under preliminary examination.
- d) **The bidders will be required to quote only for all the items required by the Bank. No additional line items bearing the quote will be entertained**

e) Price Variation Factor :

i. "If a bidder quoting higher prices, higher by more than 40% as compared to the average quoted prices (of all technically qualified bidders) for all items in aggregate, the same bidder shall not be called for reverse auction process". If due to such price variation factor, a bidder is not found eligible to be called for reverse auction and only one bidder is left commercially eligible, in such a situation, Bank reserves the right to negotiate with the L1 bidder.

ii. Price variation (both high or low) may also be considered for any particular item i.e. bidder quoting abnormally high or abnormally low prices against any item/s may also be liable for rejection.

f) The L-1 price and L-1 vendor will be decided on the basis of least total cost derived as per the commercial bid(Annexure – I).

g) The comparison of prices among the vendors shall be between the total price quoted inclusive of all duties, levies, warranty, installation charges but exclusive of GST only of the goods & services offered etc.

h) Bank may go for reverse auction if the L1- price is on higher side

15 - PROPOSAL PROCESS MANAGEMENT

The Bank reserves the right to accept or reject any or all proposals received in response to the RFP without assigning any reasons thereof. Also, the bank reserves the right to revise the RFP, to request one or more re-submissions or clarifications from one or more Bidders, or to cancel the process in part or whole without assigning any reasons.

Additionally, Bank reserves the right to alter the requirements, in part or whole, during the RFP process, and without re-issuing the RFP. Each party shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP, subsequent presentations and any other meetings during the process.

16 - LIABILITIES OF BANK

This RFP is not an offer by Bank, but an invitation for bidder responses. No contractual obligation on behalf of Bank whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of Bank and the bidder.

17 - BID AND PROPOSAL OWNERSHIP

The Bid submitted and all supporting documentation/templates are the sole property of **Saptagiri Grameena Bank** and should NOT be redistributed, either in full or in part thereof, without the prior written consent of Bank. Violation of this would be a breach of trust and may, interilic cause the Bidder to be irrevocably disqualified. The proposal and all supporting documentation submitted by the Bidder shall become the property of **Saptagiri Grameena Bank** and will not be returned.



18 - BID PRICING INFORMATION

By submitting a signed bid, 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.
- Prices in the bid have not been disclosed and will 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.

19 - DISCLAIMER

The Bank and/or its officers, employees disown all liabilities or claims arising out of any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of Bank and / or any of its officers, employees.

20 – NEGOTIATION /REVERSE AUCTION

The Bank reserves the right to further negotiate on the price offered, with the L1 vendor / may go for reverse auction if the price quoted is found unreasonable or higher or in any exceptional circumstances

21 - SIGNING OF CONTRACT

The successful bidder(s) shall mandatorily enter into a Service Level Agreement (SLA), Non-Disclosure Agreement (NDA) and integrity Pact (IP) with Bank, within 30 working days of the award of the tender or within such extended period as may be permitted by the Bank. The letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions shall be contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract. If the contract is not signed within the given period (30 working days), the EMD will be forfeited after a grace period of 15 working days. The bidder has to accept all terms and conditions of the Bank and should not impose any of its own conditions upon the Bank. A bidder who does not accept any or all conditions of the Bank shall be disqualified from the selection process at any stage as deemed fit by the Bank.

22 - AWARDING OF CONTRACT

Purchase Orders will be placed by the respective RRBs. Acceptance of purchase order should be submitted within 15 days of purchase order along with authorization letter. If accepted purchase orders not received within 15 days from the date of order of



placement, otherwise it will be considered as accepted. If for any reason L1 bidder backs out after issuance of purchase order or the purchase order issued to the L1 bidder does not get executed in part / full, the bidder shall forfeit the EMD / Bank shall invoke performance bank guarantee and blacklist the bidder for a period of one year.

23. DELIVERY & IMPLEMENTATION

Bidder shall be responsible for delivery and implementation of the complete solution (hardware & software both).The date on which the NPCI certification is completed will be considered as the date of complete implementation. Bidder shall be responsible for implementation of complete solution at both their DC & DR as well as test set up within 1 month from the date of purchase order and NPCI certification should be completed within 2 months from the date of Purchase Order.

24. UGRADES & UPDATES

The bidder shall be required to provide all future updates and upgrades for the proposed solution at free of cost during contract period. The hardware as well as software stack where the IMPS solution is hosted has to be equipped with the latest versions of software/OS/drivers/patches/firmware/upgrades.

25. CHANGE REQUESTS

The selected bidder will be carrying out the requirements/customizations post one year of implementation as change requests. The cost of each CR will be negotiated by the negotiation committee individually for each bank. The bidder has to provide the functional specification document along with the efforts involved in terms of man days.

26. SERVICE LEVEL AGREEMENT

The selected bidder will also have to enter into a Service level agreement for Service Support and Maintenance of complete solution as per the terms and conditions of the RFP and covering the scope of work and technical requirements. The non-delivery of any services or non-response or any breach of information will lead to penalty. The penalty is applicable in respect of non-delivery of services/ support as per the requirement of this RFP.

27 - OTHER TERMS AND CONDITIONS

- i. The cost of preparing the proposal including visit / visits to the bank is not reimbursable.
- ii. The bank is not bound to accept any of the proposals submitted and the bank has the right to reject any/all proposal/s or cancel the tender without assigning any reason there for.
- iii. All pages of the bid document, clarifications/amendments if any should be signed by the authorized signatory and kept with Part-I. A certificate to the effect that the authorized signatory has the authority to bind the company, should also be attached along with the part-I.

SECTION III CONDITIONS OF CONTRACT

1. DEFINITIONS

In this contract, the following terms shall be interpreted as indicated:

- a. "**Applicable Law**" means the laws and any other instruments having the force of law in India.
- b. "**Bank**" means Saptagiri Grameena Bank, Tamil Nadu Grama Bank & Puduvai Bharathiar Grama Bank.
- c. "**Contract**" means the agreement entered into between the Bank and the successful bidder, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- d. "**Contract Price**" means the price payable to the successful bidder under the Contract for the full and proper performance of its contractual obligations;
- e. "**Goods**" means all of the deliverables or other materials which the Company should deliver as per this contract;
- f. "**Party**" means the Bank or the Company, as the case may be and Parties means both of them.
- g. "**Personnel**" means persons the employees of the successful bidder and assigned to the performance of the Services or any part thereof.
- h. "**Services**" means those services ancillary to the deliverables of the Company covered under the Contract
- i. "**Vendor/ Supplier**" means the company which provides services/ supplies goods to Banks delivers as per this contract/tender

2. USE OF CONTRACT DOCUMENTS AND INFORMATION;

2.1 The Vendor/supplier shall not, without the bank's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the banks in connection therewith, to any person other than a person employed by the vendor / supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

2.2 The vendor/supplier shall not, without the banks' prior written consent, make use of any document or information pertaining to this contract except for purposes of performing the contract.

3. PATENT RIGHTS

The vendor/supplier shall indemnify the banks against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof.

4. PERFORMANCE SECURITY

4.1 Within 15 (fifteen) days of the acceptance of purchase order issued for the project by the Bank, the successful Bidder shall furnish the performance security for 10 % of contract value per year valid for a period of 2 years plus 6 months (with further three months claim period), in the form of a Bank Guarantee in the format enclosed (Annexure IV).

4.2 The proceeds of the performance security shall be payable to the Bank as compensation for any loss resulting from the Successful bidder's failure to complete its obligations under the Contract.

4.3 The performance security will be discharged by the Bank and returned to the Successful bidder not later than thirty (30) days following the date of completion of the Successful bidder's performance obligations under the Contract.

4.4 In the event of contract period being extended the Successful bidder has to extend the performance security to cover the contract period.

4.5 Failure of the successful Bidder to comply with the requirement of signing of contract and performance Security shall constitute sufficient grounds for annulment of the award and forfeiture of the bid security, in which event the Bank may call for new bids.

5. PAYMENT TERMS

Payment will be made by the Bank's Information Technology Department, Head Office of respective Bank's in the following manner.

Payment will be made quarterly in arrears after submission of the invoice. The invoice should be supported by adequate reports to arrive at the number of transactions for the invoice period. Payments will be made only after submission of PBG and signing of SLA (including Dos & Don'ts) and NDA by Successful Bidder. Sign-off will be given only after successful implementation as per the scope of work & testing and after NPCI Certification of the solution deployed in our Bank.

Penalty, if any, shall be deducted, before releasing the payment.

6. PENALTY

Bidder shall be responsible for implementation of complete solution at both their DC & DR as well as test set up and integration with the bank system within 1 month from the date of purchase order and NPCI certification should be completed within 2 months from the date of Purchase Order. In case of any delay in implementation, the penalty will be calculated at the rate of 1% of the yearly cost (calculated in the commercial bid) for the respective RRB and the max penalty will be 10% of the yearly cost (calculated in the commercial bid) for the respective RRB. The penalty will be



recovered by invoking the Performance Bank Guarantee (PBG) or will be deducted in the subsequent billings as per the decision of the bank. Bank reserves the right to Cancel the Purchase Order, Terminate the Contract, Forfeit the Performance Bank Guarantee and Blacklist the Vendor, in case the Vendor exceeds the threshold limit of Delay. Bank, at its sole discretion, may exercise any or all of the options against the Vendor, in such circumstances. After implementation of the complete solution, penalty will be deducted for downtime of the system (Hardware / Application failure) as below

Uptime (U)	Penalty (A=yearly cost (calculated in the commercial bid) for the respective RRB)
$U \geq 99.95$	No Penalty
$99.50 \leq U < 99.95$	0.1 % of A
$99.00 \leq U < 99.50$	0.2 % of A
$98.50 \leq U < 99.00$	0.3 % of A
$98.00 \leq U < 98.50$	0.4 % of A
And so on	For every 0.5 % drop in the Uptime, Penalty @ 0.1% of A

SLA will be monitored on Monthly basis. Penalty due to downtime, during the contract period will be deducted from any subsequent payment to be made to the Vendor.

Bank has right to waive the Penalty on genuine grounds

7. LIQUIDATED DAMAGES

The liquidated damages will be an estimate of the loss or damage that the bank may have suffered due to delay in performance of the obligations (under the terms and conditions of the contract) by the vendor/supplier and shall be liable to pay the Bank as liquidated damages at the rate of 0.5% for delay of every week or part thereof. Once the penalty crosses 10 % of the contract price, the Bank reserves the right to cancel the contract or take any other suitable penal action as deemed fit. Without any prejudice to the Bank's other rights under the law, the Bank shall recover the liquidate damages, if any, accruing to the Bank, as above, from any amount payable to the vendor/supplier either as per the Contract, executed between the Bank and the Vendor/supplier pursuant hereto or under any other Agreement/Contract, the Bank may have executed/shall be executing with the Vendor/supplier.

8. Contract Period:

The period of contract shall be initially for two years from date of complete implementation. Bank reserves the right to extend the contract on yearly basis on the same terms and conditions, at mutually agreed rates.



Although, Bank reserves right to cancel/terminating the contract during the contract period by giving a 90 Days' notice period.

In case of termination of the contract, the successful bidder should divulge and hand-over complete documentation related to IMPS Switch and all the latest reports specified by the Bank.

The successful bidder should make necessary arrangements to deliver the scope of work specified in this RFP in co-ordination with the CBS service provider, if any, and the bank within a period of 2 months from the date of acceptance of the work order.

9. TERMINATION FOR DEFAULT

9.1 The Banks, without prejudice to any other remedy for breach of contract, by 15 days written notice of default sent to the vendor/supplier, may terminate this Contract in whole or in part:

a. if the Vendor/supplier fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Banks;

or

b. if the vendor/supplier fails to perform any other obligation(s) under the Contract.

or

c. If the Vendor/supplier, in the judgment of the Banks has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

'For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public 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 a contract to the detriment of the Banks, 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 Banks of the benefits of free and open competition.

9.2 In the event the Banks terminates the Contract in whole or in part, the Banks may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the IS Auditor shall be liable to the Banks for any excess costs for such similar Goods or Services. However, the IS Auditor shall continue performance of the Contract to the extent not terminated.



10. FORCE MAJEURE

- 10.1 The Bidder shall not be liable for penalty or termination for default if and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, fires, floods and epidemics.
- 10.2 If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event.
- 10.3 Similarly, Bank shall also be not liable for any delay or failure in providing required infrastructure or support to the bidder to perform its obligations under the contract where such delay or failure is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bank and not involving the Bank's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, fires, floods and epidemics.

11. TERMINATION FOR CONVENIENCE

11.1 The quality of services given by the bidder & progress of the project will be reviewed monthly and if the services are not found satisfactory, the Bank reserves the right to terminate the contract by giving 90 days' notice to the bidder, including 15 days during period. The decision of the Bank regarding quality of services shall be final and binding on the bidder. The Bank shall have the right to terminate/cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of 90 days, for any valid reason, including but not limited to the following:

- Excessive delay in execution of order placed by the Bank
- Discrepancies / deviations in the agreed processes and/or products
- Failure of vendor (successful bidder) to complete implementation of appliance within the time as specified in the RFP document
- Violation of terms & conditions stipulated in this RFP.
- Exceeding any of the threshold limit of Delay as per the penalty clause

The bidder should provide the backup of the data to migrate to the new system in the format requested by the bank in the event of termination.

12. SETTLEMENT OF DISPUTES

12.1 If any dispute or difference of any kind whatsoever shall arise between the banks and the in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.

12.2 If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the banks or the Vendor/supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

12.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract.

Arbitration proceedings shall be conducted in accordance with the following rules of procedure.

The dispute resolution mechanism to be applied shall be as follows:

(a) In case of dispute or difference arising between the Banks and Vendor/supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Banks and the IS Auditor; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which shall be final and binding on the parties.

(b) If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association, shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.

(c) Arbitration proceedings shall be held at Chittoor, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation,



presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Banks' Association.

(f) Submitting to arbitration may be considered as an additional remedy and it does not preclude the parties seek redressal/other legal recourse.

- (g) Notwithstanding any reference to arbitration herein,
- i. the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
 - ii. the banks shall pay the Vendor/supplier any payments due to the Vendor/supplier .

12.4 Submitting to arbitration may be considered as an additional remedy and it does not preclude the Parties to seek redressal/other legal recourse.

13. CONFIDENTIALITY

The Bidder will be exposed by virtue of the contracted activities to internal business information of Bank, affiliates, and/or business partners. Disclosure of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the Bidder, pre-mature termination of the contract, or legal action against the Bidder for breach of trust. Successful bidder has to enter into Non-disclosure agreement (as per Annexure- VIII) the Bank against all actions, proceedings, claims, suits, damages and any other expenses for causes attributable to the successful bidder. The successful bidder shall also indemnify the Banks against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof without any limitation.

14. ELIGIBILITY CRITERIA

S.No.	Eligibility Criteria	Supporting Documents to be submitted	Compliance (Yes/No)
1.	The bidder should be registered with Registrar of companies/firms in India for atleast 5 years.	Certificate of incorporation or any other certificate of registration issued by competent authority from Government of India.	



2.	Bidder must be an ISO 27001: 2013 or higher certified company.	ISO 27001: 2013 or higher certificate	
3.	The proposed solution must have been implemented in atleast 3 banks (Public sector bank/ Private bank/ Foreign bank/ Payment bank/ RRBs) registered in India. a. Proposed solution should be certified by NPCI. b. Proposed solution should be currently running successfully atleast for the past 2 years. c. Proposed solution should be handling 1 lakhs or more transactions per day d. For each of these solutions, the average deemed approved rate of the IMPS (P2A, P2P) transactions (Beneficiary) during last six months (i.e. from Aug'21 to Jan'22) of the proposed IMPS solution should be less than 0.2% failure rate.	Satisfactory Performance Certificate from the Clients as per Annexure-VII. The certificate from the Client should contain all the information required to substantiate the eligibility criteria.	
4.	The bidder must have successfully implemented IMPS solution in atleast 2 banks (Public sector bank/ Private bank/ Foreign bank/ Payment bank/ RRBs) registered in India, which should be certified by NPCI and should be successfully running for atleast 2 years, during last 5 years.	Satisfactory Performance Certificate from the Clients as per Annexure-VII. The certificate from the Client should contain all the information required to substantiate the eligibility criteria.	
5.	The bidder should have support centre in Chennai/Hyderabad/can be established within 3 months of date of purchase order	Undertaking to be submitted	
6.	The bidder should be the Original Equipment Manufacturer (OEM) of the IMPS Engine application, with presence in India.		
7.	The bidder should have a minimum average turnover of INR 5 crores (Rupees Five crores) during the past 3 financial years i.e. 2020-21, 2019-20, 2018-19, from their Indian operations and turnover of atleast INR 10 crores (Rupees Ten crores)	Provide CA Certificate and Audited Financial statements (Balance sheet & Profit & Loss statement) for the last three (3) Financial years.	



	in the financial years 2020-21 from their Indian operations. The bidder should have positive net worth during the last three financial years.	The CA certificate provided in this regard should be without any riders or qualification,	
8.	The bidder should not be involved in any litigation which threatens solvency of company.	Certificate is to be provided by the chartered accountant/ statutory auditor	

Note:

- Only the OEM can bid for the RFP. Bids from the authorized representative will not be accepted.
- Bidder should submit detailed response along with documentary proof for all of the above eligibility criteria. The eligibility will be evaluated based on the bid and the supporting documents submitted. Bids not meeting the above eligibility criteria will be rejected.
- Technical Evaluation will be done by Bank's technical evaluation committee and the decision of the committee will be final.
- Bidders to submit relevant documentary evidence for all parameters mentioned.
- Providing any wrong information by the bidder will result in disqualification of the bidder. The Bank may cross check above parameters by any means during site visit.

Section IV SCOPE OF THE PROJECT

This RFP seeks to supply of IMPS switch hosted at vendor's premises for all 3 RRBs (Sponsored by Indian Bank) individually.

1.1 SCOPE OF WORK

- The bidder shall be responsible for supplying IMPS switch for routing Inward and Outward IMPS transactions to and from NPCI, originated from bank's various channels. The supplied IMPS switch should be hosted at the bidder's Data Centre (DC) and Disaster Recovery (DR) site.
- The supplied IMPS switch should support all the transaction types and have all the features as mandated by the NPCI specifications available at the time of RFP. If NPCI proposes any new type of transactions, within one year of complete implementation (i.e., one year from sign-off), the bidder will have to implement the same without any extra cost to the bank
- The supplied IMPS switch should be hosted dedicatedly for each of the 3 RRBs at the bidder's DC and DR sites. Any kind of activity with the IMPS switch like installation, configuration, backup, maintenance, fine tuning and any other activity have to be carried out parallelly and without any impact on the other 2 RRBs.
- The project once awarded should be treated as 3 separate projects and hence any kind of change requests should be taken with the respective bank and should not have any technical/operational impact on the other 2 RRBs. In line with that, post selection of the L1 bidder, each of the bank will release their respective purchase orders (PO) to the bidder. The purchase order will be governed by the terms and conditions of this RFP.
- The proposed solution should be adhering to NPCI IMPS technical specifications and procedural guidelines for all the IMPS products and should fully comply with NPCI's IMPS-Online Switching Message Specification, Version 3.4.1.1 or the specification whichever is latest. In case of any version update by NPCI within one year of complete implementation (i.e., one year from sign-off), the bidder would have to comply with the same without any extra cost to the bank.
- The successful bidder should get the solution integrated and implemented in the bank and certified by NPCI within one month of implementation. In case, there is delay in slot from NPCI or Bank's side, time lines will be extended accordingly.
- The bidder shall be responsible to integrate the solution with different interfaces using any of standard of message protocols like ISO 8583, Webservices, XML based protocols, REST APIs and any standard protocol.



- Bank will be enabling only the branch channel initially for outward transactions. The necessary changes in CBS are in place to enable origination of outward messages and processing of inward messages. The proposed solution should interface with the CBS solution to receive and transmit outward messages to NPCI, interface with NPCI to receive inward messages and push to CBS for vouching. The acknowledgement/ status/ verification messages have to be pulled/pushed from/to CBS. The proposed solution should communicate with CBS via socket/MQ. The message structure used is a customized xml message which will be shared after selection of the bidder.
- The proposed solution should be supporting all kind of channels that may be operated by the bank in future. The necessary customizations for integration of the new channels have to be carried out by the bidder without any additional cost if the same is requested by the bank within one year of complete implementation.
- The proposed solution should be licensed enterprise wide and should not have any restrictions on the number of channels / clients / interfaces/ branches/ users/ transactions / any other parameters not covered. Any new channels/ interfaces/ branches should be supported by the solution within the contract period without any additional cost to the bank.
- The hardware/software/middleware/any other components involved in hosting should be licensed, covered under warranty/AMC and has to be fully managed by the bidder. The documental proof for the license/support coverage of the individual components should be furnished by the bidder as and when required by the bank. The bidder shall be responsible for the installation, configuration, maintenance of the entire stack used for hosting the proposed solution.
- The proposed solution should be hosted in High availability (HA) mode both at their DC and DR site. All the components (software & hardware) within the server should be hot swappable or configured in HA and should incur no downtime due to component failure.
- The bidder should conduct DR drill of the proposed solution as and when required by the bank without any additional cost to the bank. The minimum schedule of the DR drill will be quarterly. The DR drill plan, backup plan and the proposed timings should be shared and approved by the bank in advance. The DR drill report has to be furnished post completion. The Recovery Point Objective (RPO) should be zero (planned DR drills) and Recovery Time Objective should be less than 2 hours.
- The proposed solution should support TLS 1.2 and above. The server-to-server communication should be on secured port. The solution should be capable of Supporting Encryption Algorithms such as triple DES and should provide for 256 bit AES encryption for data at rest at DC and DR and for data-in-flight during replication and should not have any future cost implications. The bank defined sensitive data should be kept in encrypted form in database.



- The solution should also include various audit trail report for transaction made using the proposed Immediate Payment Service (IMPS) solution as and when requested by the Bank's internal / external auditor.
- The proposed solution should have a proper version control in place and a separate version have to be maintained by the bidder for all the 3 RRBs. Any changes in the version should be notified in prior to the bank and due approvals needs to be obtained.
- The bidder should maintain proper sizing of the hardware and software required for the seamless functioning of the proposed solution and to cater the bank's requirements for the entire contract period. The hardware and related software sized for the applications should be redundant & scalable to support growth projections of the Bank during the contract period. Growth projections are as follows

Transaction Type	Saptagiri Grameena Bank	Tamil Nadu Grama Bank	Puduvai Bharathiar Grama Bank
Outward	3000/day with 20% annual growth	4000/day with 20% annual growth	500/day with 20% annual growth
Inward	6000/day with 20% annual growth	8000/day with 20% annual growth	1000/day with 20% annual growth

- At no instance, during the contract period, the solution or server utilization should exceed 75%. In case the performance is adversely affected or the utilization of any server or any peripheral, exceeds the threshold of 75%, more than 3 times in a quarter, the vendor is required to upgrade the hardware/solution, within one month without any extra cost to the Bank.
- If at any point of time during the contract period, a load balancer is required, the bidder has to arrange for the same without any additional cost to the bank.
- The bidder should maintain an uptime of 99.95% for the proposed solution both at DC and DRS during the contract period.
- The proposed solution (including database, application, logs, parameter files etc.) should be replicated to DR site at regular intervals and the data should be retrieved seamlessly from both the sites including logs.
- Regulatory Compliance-The Bidder should comply with all guidelines specified by NPCI/Guidelines of RBI/any other Govt. Agencies for the proposed solution and also with the subsequent amendments, if any. In case of any change in the guidelines (by any of the above-mentioned authorities) within one year of complete implementation (i.e. one year from sign-off), the bidder would have to comply with the same without any extra cost to the bank.



- The solution should have the capability to process IMPS transactions at the **speed of 50 TPS** and may be scalable as per the Bank's growth during the contract period.
- The bidder should get the source-code audit review including VAPT, EAPT and server hardening done through an external agency (CERT-In empanelled agency). In addition, the bidder should also get the code reviewed by an external agency (CERT-In empanelled agency) after doing any customization or patch migration during contract period. The code review document is to be provided to the Bank, before sign-off.
- The data flow diagram, architectural diagram, Structure and Meta, User Manual and Implementation architecture should be provided by the bidder before sign-off of the complete solution.
- Bidder should provide a centralized dashboard for monitoring, management and configuration/modification of complete IMPS Solution. In the dashboard page, user should be able to search the transaction through RRN, account number, mobile number, reference no, channel ID as well as through any other fields which may be requested by the bank in future. The offered dashboard should show the current status of the system in display as below and any other reports requested by the bank in future.
 - i. Number of transactions processed from start to current
 - ii. Transactions per second TPS
 - iii. Number of success transaction
 - iv. Number of status unknown transaction
 - v. Number of failed transactions with response code
 - vi. Total running time in hours, minutes and seconds
 - vii. Status of original and Verification requests for a given transaction
 - viii. Business decline transactions for the day/month/year
 - ix. Technical decline transactions for the day/month/year
 - x. Daily Downtime in terms of percentage with reason
- **Logging:-** Audit logs should be maintained at the application and database layer. All transaction logs have to be logged in a flat file as well as database. The logs should be maintained in encrypted state and a proper format should be followed to enable easy parsing. The log setting should be configured only through front end. No transaction should be performed without logging. All configuration changes should be logged with all the required details. The encrypted logs should be visible only through the frontend or a tool specifically provided to view the logs.
- **Interfaces:-** The solution should support API/Web services/Socket connections/MQ for interfacing with bank's systems. The interfaces exposed should have proper security mechanisms to prevent unauthorised connections. All the interface calls should be logged in flat file as well as database. The interfaces should be capable of supporting encryption/signing of the transferred data. The interface should be



capable of handling high volume of transactions without any impact on the performance of the system.

- **MIS:-** The proposed solution should provide complete reports pertaining to IMPS including the risk management reports and other analysis reports in data as well as graph representation. All data should be real time, and data till current time should be available. The type of reports and their format will be provided by the bank during implementation. The bidder has to provide the reconciliation reports in addition to the above reports. All the provided reports should be available for any given date range. The frontend provided should have a facility for role based user access for the reports.
- **Test Setup:-** The successful bidder has to maintain a dedicated test setup for each of the 3 RRBs' to carry out any certification/development activity.
- The successful Bidder upon selection should provide an undertaking to comply with all the present and future provisions of the Information Security Policy/ NPCI Guidelines/ Guidelines of RBI, Respective Govt. Agencies and the Bank and provide such regulatory requirements at no additional cost to bank during the warranty and ATS/AMC period. The Solution may be audited by RBI/any other Regulatory Authority and any observation pointed out by these bodies have to be complied by the vendor within the timelines stipulated by the regulatory agencies, without any additional cost to the Bank. The offered solution shall be subjected to Bank's audit through off-site and on-site scrutiny at any time during the contract period. The auditors may be internal/ external. The vendor should provide solution and implementation for all the audit points raised by bank's internal/external team during the contract period, within the stipulated timelines, without any extra cost.
- The successful bidder has to undertake any change requests post one year of implementation and complete within the agreed time.
- Bank will establish network connectivity between Bank's DC – Chennai to vendor's DC and Bank's DR – Hyderabad to vendor's DR site with MPLS connectivity preferably SIFY/ BSNL/ AIRTEL etc.
- End-to-end transaction details and information pertaining to payment or settlement transaction that is gathered / transmitted / processed as part of a payment message / instruction should stored in systems located in India only as per RBI guidelines from time to time. This may, inter alia, include - Customer data (Name, Mobile Number, email, Aadhaar Number, PAN number, etc. as applicable); Payment sensitive data (customer and beneficiary account details); Payment Credentials (OTP, PIN, Passwords, etc.); and, Transaction data (originating & destination system information, transaction reference, timestamp, amount, etc.).
- Whenever Bank wants to migrate from OPEX (Hosted Model) to CAPEX (within Bank's Premises) then vendor has to provide the necessary support for the same.

1.8 PERFORMANCE BANK GUARANTEE

Within 15 (Fifteen) days (inclusive of holidays) of the date of acceptance of the Purchase Order, the successful bidder should furnish a Bank Guarantee (for performance) for a period of 2 years plus 6 months for an amount equal to 10 % of the order value (value of one year) covering the period of contract (as per format enclosed in Annexure IV) with a claim period of 3 months from the date of expiry of guarantee. The successful bidder has to submit similar Bank Guarantee every year on renewal of the contract.

The above-mentioned bank guarantees shall be issued by any scheduled Commercial bank other than Saptagiri Grameena Bank, Tamil Nadu Grama Bank & Puduvai Bharathiar Grama Bank.

Successful Bidder should inform the Guarantee Issuing Bank to forward the original guarantees directly to the Bank.

Bank reserves its right to invoke the Bank Guarantee on the grounds of unsatisfactory performance as per the scope and the terms and conditions of this RFP. No interest on Performance Bank Guarantee will be paid by Bank.

1.9 PERIOD OF CONTRACT

The period of contract shall be initially for two years from date of complete implementation. Bank reserves the right to extend the contract on yearly basis on the same terms and conditions, at mutually agreed rates.

Although, Bank reserves right to cancel/terminating the contract during the contract period by giving a 90 Days' notice period.

In case of termination of the contract, the successful bidder should divulge and hand-over complete documentation related to IMPS Switch and all the latest reports specified by the Bank.

The successful bidder should make necessary arrangements to deliver the scope of work specified in this RFP in co-ordination with the CBS service provider, if any, and the bank within a period of 2 months from the date of acceptance of the work order.

1.10 PRICES AND TAXES

The prices quoted in commercial bid (Annexure III) should be all inclusive i.e., inclusive of all taxes excluding GST.



Quoted prices shall be inclusive of technical service charges, if any and cost towards boarding, traveling, lodging etc. of onsite engineer.

Prices should be furnished item-wise as per Commercial bid in Annexure III. Prices should be quoted taking into consideration the full scope of work and terms and conditions specified in this RFP.

The prices should be quoted in Indian Rupees. Any reference made to variation in pricing due to appreciation / depreciation of Indian rupees against any other currency is not acceptable.

Bids should be valid for a period of 90 days from the last date for submission of bids. Bids submitted with a short validity period will be treated as non-responsive and will be rejected. Prices quoted by the Bidder shall remain fixed during the Bidder's performance of the contract and will not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

Any bid received, which is not in line with these conditions will be summarily rejected. Any bid, which is conditional and/or qualified or subjected to suggestions or attaching any addendum / annexure, will also, be summarily rejected.

1.11 EVALUATION OF BIDS AND AWARDING THE CONTRACT

The bank follows two bid process for this tendering process.

i) Evaluation of Bids

The Bank's purchase committee will take into account the following factors and based on such evaluation the qualified bidders will be short-listed:

- a) Compliance of terms and conditions stipulated in RFP duly supported by certified documentary evidence wherever required.
- b) Review of written reply, if any, submitted in response to the clarification sought by the Bank, if any.

ii) Determination of L1 bidder

Only qualified bidders as per clause as stated below will be considered for determination of L1 bidder.

Price Variation Factor

- i. "If a bidder quoting higher prices, higher by more than 40% as compared to the average quoted prices (of all technically qualified bidders) for all items in aggregate, the same bidder shall not be called for reverse auction process". If due to such price variation factor, a bidder is not found eligible to be called for reverse auction and only one bidder is left commercially eligible, in such a situation, Bank reserves the right to negotiate with the L1 bidder.
- ii. Price variation (both high or low) may also be considered for any particular item i.e. bidder quoting abnormally high or abnormally



- low prices against any item/s may also be liable for rejection.
iii. Bank may go for reverse auction if the L1- price is on higher side

The L-1 price and L-1 vendor will be decided on the basis of least total cost derived as per the commercial bid(Annexure – III).

There will normally be no negotiation on the price. As such, bidders in their own interest should quote the most competitive prices. The Bank reserves the right to reject L1 bid if the same is found unreasonable.

If, for any reason, the Work order given to the L1 Bidder does not get executed or the L1 bidder backs out, the Bank at its discretion may award the Contract to L2 /other bidders.

GENERAL MANAGER

Section V
Bid Formats

ANNEXURE I

OFFER COVERING LETTER

**The General Manager,
Saptagiri Gramin Bank,
Head Office,
PB No. 17,
Naidu Buildings,
Chittoor – 517001.**

Dear Sir,

Sub: Your RFP No. HO/ITD/1007/2022 dated 15/02/2022 for IMPS SWITCH SERVICES FOR INDIAN BANK SPONSORED RRBs.

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer for providing said Service as detailed in your above referred RFP.

We confirm that the offer is in conformity with the terms and conditions as mentioned in the above-cited RFP and agree to all the terms and conditions of the RFP and subsequent amendments made, if any.

We also understand that the Bank is not bound to accept the bid / offer either in part or in full and that the Bank has right to reject the bid / offer in full or in part or cancel the entire tendering process without assigning any reasons whatsoever.

Authorized Signatory

Signature:
Name:
Designation:
Place:
Date:
Seal:

ANNEXURE – II

1. TECHNICAL BID

Sub: IMPS SWITCH FOR ROUTING IMPS TRANSACTIONS OF 3 RRBs.

Ref No: HO/ITD/1007/2022

To

Date :

Saptagiri Grameena Bank,
PB No: 17,
Hotel Durga Complex,
Naidu Buildings,
Chittoor – 517001
Ph: 08572-227992

Having examined the Bidding Documents including Addenda Nos.(insert numbers), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide IMPS Switch Services to 3 RRBs sponsored by Indian Bank and submit our technical Bid as follows:

1. Name

2. Constitution and year of establishment

3. Registered Office/Corporate office/Mailing Address

4. Names & Addresses of the Partners if applicable

5. Contact Person(s)



6. Telephone, Fax, e-mail

7. Name and designation of the person authorized to submit and sign the bids on behalf of the Bidder.

8. Describe Project Management methodology for the implementation of IMPS Switch services in RRBs.

9. List of Deliverables as per the "Scope of Work"

10. Role and responsibility of RRBs and the vendor; explain other requirements from Banks, if any.

19. Any other related information, not mentioned above, which the firm wish to furnish.

Eligibility Criteria of the bidder:

S.No.	Eligibility Criteria	Supporting Documents to be submitted	Compliance (Yes/No)
1.	The bidder should be registered with Registrar of companies/firms in India for atleast 5 years.	Certificate of incorporation or any other certificate of registration issued by competent authority from Government of India.	
2.	Bidder must be an ISO 27001: 2013 or higher certified company.	ISO 27001: 2013 or higher certificate	



3.	<p>The proposed solution must have been implemented in atleast 3 banks (Public sector bank/ Private bank/ Foreign bank/ Payment bank/ RRBs) registered in India.</p> <p>e. Proposed solution should be certified by NPCI.</p> <p>f. Proposed solution should be currently running successfully atleast for the past 2 years.</p> <p>g. Proposed solution should be handling 1 lakhs or more transactions per day</p> <p>h. For each of these solutions, the average deemed approved rate of the IMPS (P2A, P2P) transactions (Beneficiary) during last six months (i.e. from Aug'21 to Jan'22) of the proposed IMPS solution should be less than 0.2% failure rate.</p>	<p>Satisfactory Performance Certificate from the Clients as per Annexure-VII. The certificate from the Client should contain all the information required to substantiate the eligibility criteria.</p>	
4.	<p>The bidder must have successfully implemented IMPS solution in atleast 2 banks (Public sector bank/ Private bank/ Foreign bank/ Payment bank/ RRBs) registered in India, which should be certified by NPCI and should be successfully running for atleast 2 years, during last 5 years.</p>	<p>Satisfactory Performance Certificate from the Clients as per Annexure-VII. The certificate from the Client should contain all the information required to substantiate the eligibility criteria.</p>	
5.	<p>The bidder should have support centre in Chennai/Hyderabad/can be established with in 3 months of date of purchase order</p>	<p>Undertaking to be submitted</p>	
6.	<p>The bidder should be the Original Equipment Manufacturer (OEM) of the IMPS Engine application, with presence in India.</p>		
7.	<p>The bidder should have a minimum average turnover of INR 5 crores (Rupees Five crores) during the past 3 financial years i.e. 2020-21, 2019-20, 2018-19, from their Indian operations and turnover of atleast INR 10 crores (Rupees Ten crores) in the financial years 2020-21 from their Indian operations. The bidder should have positive net worth during the last</p>	<p>Provide CA Certificate and Audited Financial statements (Balance sheet & Profit & Loss statement) for the last three (3) Financial years. The CA certificate provided in this regard should be without any</p>	



	three financial years.	riders or qualification,	
8.	The bidder should not be involved in any litigation which threatens solvency of company.	Certificate is to be provided by the chartered accountant/ statutory auditor	

Note:

- Only the OEM can bid for the RFP. Bids from the authorized representative will not be accepted.
- Bidder should submit detailed response along with documentary proof for all of the above eligibility criteria. The eligibility will be evaluated based on the bid and the supporting documents submitted. Bids not meeting the above eligibility criteria will be rejected.
- Technical Evaluation will be done by Bank's technical evaluation committee and the decision of the committee will be final.
- Bidders to submit relevant documentary evidence for all parameters mentioned.
- Providing any wrong information by the bidder will result in disqualification of the bidder. The Bank may cross check above parameters by any means during site visit.

We submit that we should abide by your terms and conditions governing the quotations mentioned in the bidding document.

We submit that we abide by the details given above.

We undertake, if our bid is accepted, to complete the services in accordance with the delivery schedule specified in the bid.

If our bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10 % of charges per year valid for a period of 2 Years and 6 months (with further three months claim period), in the form of a Bank Guarantee, in the form prescribed by the Bank.

We agree to abide by this for the bid validity period specified and it should remain binding upon us and will be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your notification of award, should constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

We understand that you are not bound to accept the lowest or any bid you may receive.



We clarify/confirm that we comply with the qualification criteria of the bidding documents.

Dated this..... day of 20.....

....., Mobile No.
Signature

Email :

(In the Capacity of)

..... Duly Authorized to sign bid for and on behalf of (give below the Name & Address of Bidder)

ANNEXURE – III
COMMERCIAL BID

Name of Bidder :

Address of Corporate Office :

S.No.	Bank Name	Rate/ Transaction (a)	Multiplication factor (365 * No. Of transactions /day) (b)	Cost / year /Bank (c= a*b)
1.	Tamil Nadu Grama Bank		365*12000	
2.	Saptagiri Grameena Bank		365*9000	
3.	Puduvai Bharathiar Grama Bank		365*1500	
Total Cost (1c+2c+3c)				

Notes:-

1. The rates quoted in commercial bid should be inclusive of all taxes including GST. However, the rate of applicable GST should be informed and charged separately in the invoice generated.
2. Any column left blank by the bidder will result in disqualification of the bid.
3. L1 cost will be decided as per the total of above table.
4. The multiplication factor as mentioned in above table is only indicative and for the purpose of deriving the Total Cost for determining the L1 bidder. The actual quantity of any item ordered may vary according to the requirement of the Bank.

We certify that the services quoted above meet all the specifications as per Scope of Work and terms and conditions of the RFP No.HO/ITD/1007/2022 dated 15/02/2022 and prices quoted are all-inclusive as mentioned in clause 1.10 of the RFP. We also confirm that we agree to all the terms and conditions mentioned in this RFP No. HO/ITD/1007/2022 dated 15/02/2022.

Authorized Signatory

Signature:

Name:

Designation:

Place:

Date:

Seal:

ANNEXURE – IV

PROFORMA OF BANK GUARANTEE (PERFORMANCE)

THIS GUARANTEE AGREEMENT executed at _____ this _____ day of _____ Two Thousand Twenty Two BY: _____ Bank, (*)a **body corporate constituted under** _____ having its Registered Office/Head Office at _____, and a Branch Office at _____ (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

IN FAVOUR OF:

_____ (Bank Name), a **body corporate constituted under Regional Rural Bank Act, 1976** having its Head Office at _____ (hereinafter referred to as "**Bank**", which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns),

WHEREAS the Bank, on _____ has concluded a Contract with _____ a company within the meaning of the Companies Act, 1956 (1 of 1956) and having its registered office at _____ for offering said **IMPS SWITCH FOR ROUTING IMPS TRANSACTIONS** hereinafter collectively called "IMPS SWITCH SERVICES"

AND WHEREAS pursuant to the Bid Documents, Work order, and the other related documents (hereinafter collectively referred to as "the said documents/ contract"), the Bank has agreed to get the "IMPS SWITCH SERVICES" from M/s. _____ who has agreed to provide to the Bank the said "IMPS SWITCH SERVICES", more particularly described in the said documents and also subject to the terms, conditions, covenants, provisions and stipulations contained in the said documents.

AND WHEREAS pursuant to the above arrangement, the Bank, has concluded the said Contract, with M/s..... (Hereinafter referred to as "the Vendor" which expression shall unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors and assigns).

AND WHEREAS in terms of the Contract / said documents, the vendor has agreed to extend "IMPS SWITCH SERVICES" and to provide an unconditional and irrevocable performance bank guarantee for such services, in favor of the Bank, from a Scheduled Commercial Bank other than SAPTAGIRI GRAMIN BANK acceptable to the Bank for securing the Bank towards faithful observance and performance by the vendor of the service and other terms, conditions, covenants, stipulations, provisions of the Contract / the said documents.

AND WHEREAS at the request of the Vendor, the Guarantor has agreed to guarantee the Bank, payment of Rs. _____ (Rupees _____ only) being 10 % of _____



the contract value towards faithful observance and performance by the Vendor of the terms of the Contract.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

In consideration of the premises, the Guarantor hereby unconditionally, absolutely and irrevocably guarantees the Bank as follows:

1. The Guarantor hereby guarantees and undertakes to pay, on demand, to the Bank at its office at _____ forthwith, an amount of Rs(the amount equal to 10 % of the order value or any part thereof, as the case may be), as aforesaid due to the Bank from the Vendor, towards any loss, costs, damages, etc. suffered or likely to be suffered by the Bank on account of default of the Vendor in providing the "IMPS SWITCH SERVICES" as per the terms of the contract / said documents and the performance of the terms, conditions, covenants, stipulations, provisions of the Contract without any demur, reservation, contest, recourse or protest or without any reference to the Vendor and any such demand or claim made by the Bank, on the Guarantor shall be final, conclusive and binding notwithstanding any difference or any dispute between the Bank and the Vendor or any dispute between the Bank and the Vendor pending before any Court, Tribunal, Arbitrator, or any other authority.

2.The Guarantor agrees and undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the Bank and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the Bank, in writing.

3.The Bank shall be the sole judge to decide whether the vendor has failed to perform the terms of the Contract in providing "IMPS SWITCH SERVICES", and if there is a failure, the amount that has become payable by the vendor to the Bank under this Guarantee. The decision of the Bank in this behalf shall be final, conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the Bank to establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.

4. To give effect to this Guarantee, the Bank, may act as though the Guarantor was the principal debtor to the Bank.

5. The liability of the Guarantor, under this Guarantee shall not be affected by any change in the constitution or winding up of the Vendor or any absorption, merger or amalgamation of the **Vendor** with any other company, corporation or concern; or any change in the management of the **Vendor** or takeover of the management of the **Vendor** by the Government or by any other authority; or acquisition or nationalization of the **Vendor** and/or of any of its undertaking(s) pursuant to any law; or any change in the constitution of the Bank / **Vendor**; or any change in the setup of the Guarantor which may be by way of change in the constitution, winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or the absence or deficiency of powers on the part of the Guarantor to give Guarantees and/or Indemnities or any irregularity in the exercise of such powers.



6. Notwithstanding anything contained herein:

7. For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising there from the courts of Chittoor city where the Bank has its Head Office shall alone have jurisdiction to the exclusion of all other courts.

IN WITNESS WHEREOF the Guarantor has caused these presents to be executed on the day, month and year first herein above written as hereinafter appearing.

SIGNED AND DELIVERED BY

The within named Guarantor, _____, by the hand of Shri. _____, its authorized official.

(*) To be suitably altered depending on the nature of constitution of the bank that issues the guarantee.

(**) There shall be a claim period of three months from the date of expiry of the guarantee. Hence the date should be three pmonths from the date of expiry of guarantee.

ANNEXURE - V

ESCALATION MATRIX

Support Issues:

SI No	Name	Level/Designation	Response time	Office address	Contact details (email & phone)
1		First Level Contact	1 hours		
2		Second Level Contact	4 hours		
3		Support Head	12 hours		
4		Company Head/MD/CEO	Beyond 12 hours		

Business Issues:

SI NO	Name	Level/Designation	Response time	Office address	Contact details (email & phone)
1		First Level Contact	24 hours		
2		Second Level Contact	48 hours		
3		Business Head	72 hours		
4		Company Head/MD/CEO	Beyond 72 hours		

Bank can contact the next level in the escalation matrix if the response is not received or no solution is provided for the issue within the time frame mentioned.

We will inform the Bank immediately as and when any changes are affected in the escalation matrix.

Authorized Signatory

Signature:
Name:
Designation:
Place:
Date:
Seal:

ANNEXURE – VI

LETTER OF AUTHORISATION/UNDERTAKING

To

**The General Manager,
Saptagiri Gramin Bank,
Head Office,
PB No. 17,
Naidu Buildings,
Chittoor – 517001.**

Dear Sir,

1. We hereby confirm that we agree to all the RFP terms and conditions of the RFP No HO/ITD/1007/2022 dated 15.02.2022., its Annexure's, amendments made to the RFP without any pre-conditions. Any presumptions, assumptions, deviations given or attached as part of technical document (technical bid) be treated as null and void.
2. We confirm that the undersigned is authorized to sign on behalf of the company and the necessary support document delegating this authority is enclosed to this letter.
3. We also agree that you are not bound to accept the lowest or any bid received and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.

For _____
Signature: _____
Name: _____
Designation: _____

Authorized Signatory

Signature:
Name:
Designation:

Place:
Date:
Seal:

ANNEXURE - VII

CERTIFICATE FROM CLIENT
To be provided on letter head of the issuing Bank

To
The General Manager,
Saptagiri Grameena Bank,
Head Office,
PB NO:17, Naidu Buildings,
Chittoor,
Andhra Pradesh - 517001

We hereby certify that M/s. _____ has supplied/implemented Complete IMPS solution originally developed by _____ (OEM Name) in our organization since _____ vide our Purchase Order Reference No. _____ dated _____ (copy of PO enclosed) with reference to our RFP Reference No. _____ dated _____.

The IMPS engine is running successfully in our organization and the services of M/s _____ are satisfactory. The solution has been certified by NPCI. The solution is handling approximately _____ inward & outward transactions per day.

The deemed approved (technical decline) rate of the IMPS (P2A, P2P) transactions (Beneficiary) during last six months (i.e. from August'21 to January'22) is as follows.

Month	Deemed approved (technical decline) rate of the IMPS
August,2021	
September,2021	
October,2021	
November,2021	
December,2021	
January,2022	

Authorized Signatory

Name:
Designation:
Place:
Date:
Seal:

ANNEXURE-VIII
NON-DISCLOSURE AGREEMENT

SUB: RFP for IMPS SWITCH FOR ROUTING IMPS TRANSACTIONS

Ref: Your HO/ITD/1007/2022 dated 15/02/2022

This Agreement made at _____, on this ____ day of _____ 20___.BETWEEN _____ a company incorporated under the Companies Act, 1956 having its registered office at _____ (hereinafter referred to as "_____ " which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the ONE PART;

AND

_____, a body corporate constituted under the Regional Rural Bank Act,1976 and having its Head Office at _____ (hereinafter referred to as "_____" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the OTHER PART

And are hereinafter individually referred to as party and collectively referred to as "the Parties". Either of the parties which discloses or receives the confidential information is respectively referred to herein as Disclosing Party and Receiving Party.

WHEREAS:

The Parties entered to a contract and established business relationship between them. In the course of such business relationship, it is anticipated that both the parties may disclose or deliver to either of the Parties certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to evaluate the feasibility of such business relationship (hereinafter referred to as "the Purpose").

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

1. Confidential Information:

"Confidential Information" means all information disclosed/ furnished by either of the parties to another Party in connection with the business transacted/to be transacted between the Parties and/or in the course of discussions and negotiations between them in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof.

Either of the Parties may use the Confidential Information solely for and in connection with the Purpose.

Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show:

- a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party,
- b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it, from the Disclosing Party,
- c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, or
- d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

2. Use of Confidential Information:

- a) Each party agrees not to use the other's confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement between the Parties hereto.
- b) The bidder shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in its direct employment who have a need to access and knowledge of the said information, solely for the purpose authorized above. The company shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Company agrees to notify the Bank immediately if it learns of any use or disclosure of the Bank's confidential information in violation of the terms of this agreement.
- c) The bidder shall not make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval.

3. Non-disclosure:

The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to consultants only if the consultant has executed a Non-disclosure Agreement with the Receiving Party that contains terms and



conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. Further, any breach of non-disclosure obligations by such employees or consultants shall be deemed to be a breach of this Agreement by the Receiving Party and the Receiving Party shall be accordingly liable therefore.

Provided that the Receiving Party may disclose Confidential information to a court or governmental agency pursuant to an order of such court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure

4. Publications:

Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

5 Term:

This Agreement shall be effective from the date hereof and shall continue till termination of business relationship between the Parties. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

Notwithstanding anything to the contrary contained herein the obligations of Receiving Party respecting disclosure and confidentiality shall continue to be binding and applicable without limit in time except and, until such information enters the public domain

6. Title and Proprietary Rights:

Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere

with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

7. Return of Confidential Information:

Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

8. Remedies:

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

9. Entire Agreement, Amendment, Assignment:

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

10. Governing Law and Jurisdiction:

The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts/tribunals in Chittoor.

11. General:

The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided "as is". In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either



party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.

12. Indemnity:

The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants.

IN WITNESS WHEREOF, the Parties hereto have executed these presents the day, month and year first hereinabove written.

For and on behalf of

Name of Authorized signatory:

Designation:

ANNEXURE – IX

SELF DECLARATION – BLACKLISTING

**The General Manager,
Saptagiri Gramin Bank,
Head Office,
PB No. 17,
Naidu Buildings,
Chittoor – 517001.**

Dear Sir,

We hereby certify that we have not been blacklisted in any Central Government / PSU / Banking / Insurance company in India as on date of the RFP.

Authorized Signatory

Name:

Designation:

Place:

Date:

Seal:

ANNEXURE – X

Undertaking for being the OEM of the offered product

The General Manager,
Saptagiri Gramin Bank,
Head Office,
PB No. 17,
Naidu Buildings,
Chittoor – 517001.

Sir,

Reg.: RFP for New IMPS Engine for Routing IMPS Transactions

We hereby submit the following:-

1. We, M/s..... are the OEM of IMPS Engine Application, being offered through this RFP.
2. We have the IP rights for the offered Product.
3. We agree to provide services as per the scope of work and technical specifications of this RFP.
4. With reference to the all components/parts/assemble/software used inside the company products/Hardware being quoted by us vide your tender cited above, we hereby undertake that all the components / parts / assembly used inside the company products/Hardware 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 are being used or shall be used.
5. In case of default/unable to comply with above at the time of delivery or during installation, for the hardware / software already billed, we agree to take back the supplied items without demur, if already supplied and return the money if any paid to us by you in this regard. We also take full responsibility of both Parts & Service SLA as per the content.

Date:

Place:

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Annexure XI - BID SECURITY FORM

Whereas(hereinafter called "the Bidder") intends submit its bid dated (date of submission of bid) for the supply of (name and/or description of the goods) (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that we (name of bank) of (name of country), having our registered office at (address of bank) (hereinafter called "the Bank"), are bound unto Saptagiri Grameena Bank in the sum of _____ for which payment well and truly to be made to the said Bank, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20 ____.

THE CONDITIONS of this obligation are:

1. If the Bidder

(a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or

(b) does not accept the correction of errors in accordance with the Instructions to Bidders; or

2. If the Bidder, having been notified of the acceptance of its bid by the Bank during the period of bid validity:

(a) fails or refuses to execute the Contract Form if required; or

(b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

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

This guarantee will remain in force up to and including forty five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the _____.

.....

(Signature of the Bank)

NOTE : 1. Successful Bidder should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee.

2. Bank Guarantee issued by banks located in India should be on a Non-Judicial Stamp Paper of requisite value.

Annexure -XII
INTEGRITY PACT

Between

Saptagiri Grameena Bank hereinafter referred to as “The Bank”

and

..... **Hereinafter referred to as “The Bidder/Contractor”**

The Bank intends to award, under laid down organizational procedures, contract/s for Supply, Installation and Maintenance of IMPS Switch for routing IMPS transactions for Indian Bank Sponsored RRBs. The Bank values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidders(s) and/ or Contractor(s).

In order to achieve these goals, the Bank will appoint an independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Bank

1. The Bank commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of the Bank, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Bank will, during the tender process treat all Bidder(s) with equity and reason. The Bank will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Bank will exclude from the process all known prejudiced persons.
2. If the Bank obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Bank will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitment of the Bidder(s)/Contractor(s)

1. The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.



- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Bank's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act: further, the Bidder (s) / Contractor (s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or documents provided by the Bank as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder (s) / Contractor (s) of foreign origin shall disclose the name and address of the Agents/Representatives in India, if any. Similarly, the Bidder(s)/Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder (s) / Contractor (s). Further as mentioned in the Guidelines, all the payments made to the Indian Agent/Representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at Annexure.
 - e. The Bidder (s) / Contractor (s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder (s) / Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder (s) / Contractor (s), before award or during execution has committed a transgression through a violation of Section 2, above or any other form such as to put his reliability or creditability in question, the Bank is entitled to disqualify the Bidder (s) / Contractor (s) from the tender process.



Section 4 – Compensation for Damages

1. If the Bank has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Bank is entitled to demand and recover the damages equivalent to Earnest Money Deposit /Bid Security.
2. If the Bank has terminated the contract according to Section 3, or if the Bank is entitled to terminate the contract according to Section 3, the Bank shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to performance Bank Guarantee.

Section 5 – Previous Transgression

1. The Bidders declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.
2. The Bidder agrees that if he makes incorrect statement on this subject, bidder is liable to be disqualified from the tender process or the contract, if already awarded, is liable to be terminated for such reason.
3. The imposition and duration of the execution of the bidder will be determined by the bidder based on the severity of transgression.
4. The Bidder/Contractor acknowledges and undertakes to respect and uphold the Bank absolute right to resort to and impose such exclusion.
5. Apart from the above, the Bank may take action for banning of business dealings/holiday listing of the Bidder/ Contractor as deemed fit by the Bank.
6. If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has implemented a suitable corruption prevention system, the Bank may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

Section 6 – Equal treatment of all Bidders/Contractors/Sub-Contractors

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Bank before contract signing. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/Sub-vendors.
2. The Bank will enter into agreement with identical conditions as this one with all Bidders/Contractors.
3. The Bank will disqualify from the tender process all bidders who do not sign



this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) /Contractor(s) /Sub contractor(s)

If the Bank obtains knowledge of conduct of a Bidder, Contractor or Sub-contractor or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or of the Bank has substantive suspicion in this regard, the Bank will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor / Monitors

1. The Bank appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Authority designated by the Bank.
3. The Bidder(s)/Contractor(s) accept that the Monitor has the right to access without restriction to all Project documentations of the Bank including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidders)/Contractors(s)/Subcontractors(s) with confidentiality.
4. The Bank will provide to the Monitor 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 Bank and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Bank and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Authority designated by the Bank, within 8 to 10 weeks from the date of reference or intimation to him by the Bank and, should the occasion arise submit proposals for correcting problematic situations.



7. If the Monitor has reported to Authority designated by the Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Authority designated by the Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
8. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded on whomsoever it may be.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Bank.

Section 10 – Examination of Books of Accounts

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

Section 11 – Other provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Head Office of the Bank, i.e. Chittoor.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a Consortium, this agreement must be signed by all partners or Consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board resolution.
4. Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.
6. Any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact, any action taken by the Bank in accordance



with this Agreement/Pact or interpretation thereof shall not be subject to arbitration.

The parties hereby sign this Integrity Pact aton

(For & On behalf of the Bank)

(For & On behalf of

Bidder/Contractor) (Office Seal)

(Office

Seal)

Place -----

Place -----

Date -----

Date -----

CHECK LIST

Bidders have to ensure the submission of the bids enclosing the below mentioned documents with details filled in completely, wherever required. All these documents (except demand draft) should be duly signed by the bidder or the person authorized to sign on behalf of the bidder.

The bids received without any of these documents or with incomplete details will summarily be rejected.

Sl No.	Document
1	Complete RFP document (including amendments) duly signed by Authorize signatory on every page, for having read and understood all the terms and conditions of the RFP.
2	Annexure – I : Offer Covering Letter
3	Annexure – II : Technical Bid
4	Annexure – III : Commercial Bid
5	Annexure – VI : Letter of Authorisation / Undertaking
6	Annexure – VII : Certificate from Client
7	Annexure – IX : Self Declaration – Black Listing
8	Annexure – X: Undertaking for being the OEM of the offered product
9	Annexure – XI : Bid Security Form
10	Annexure – XII : Integrity Pact