

Request for Proposal (RFP) for Supply of hardware and software for Implementation, Customization, Integration & Maintenance of Account Aggregator solution for a period of 5 years



Chaitanya Godavari Grameena Bank

(A Govt. Undertaking Sponsored by Union Bank of India)
Head office, Guntur

Reference No: 099/51/RFP/2022-23/07, Date: 31.10.2022

Request for Proposal (RFP) for Supply of hardware and software for Implementation, Customization, Integration & Maintenance of Account Aggregator solution for a period of 5 years

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BID DETAILS

S. No.	Subject	Date/time
1	RFP Ref. Number & Date	No. 099/51/RFP/2022-23/07, Dt. 31/10/2022
2	Last Date for receipt of Queries	07/11/2022
3	Pre-bid meeting date virtually	10/11/2022 at 11.00 AM
5	Last date for receipt of Bid Documents	22/11/2022 at 03.30 PM
6	Date & Time of Opening of Technical Bids*	22/11/2022 at 04.00 PM
7	Contact details	<p>1. Dr. B.V.Ramana Rao, General Manager, Chaitanya Godavari Grameena Bank, Head office, 4th Floor, Raghu Mansion, 4/1, Brodipet, Guntur - 522 002. Phone No: 0863-2324500,9618224488</p> <p>2. S Vamsi, Senior Manager - IT, Chaitanya Godavari Grameena Bank, Head office, 4th Floor, Raghu Mansion, 4/1, Brodipet, Guntur - 522 002. Phone No: 93904 78378 Fax Number: 0863 - 2261123</p>
8	Address for Submission of Bids & Opening of Bids	<p>S Vamsi, Senior Manager - IT, Chaitanya Godavari Grameena Bank, Head office, 4th Floor, Raghu Mansion, 4/1, Brodipet, Guntur - 522 002. Phone No: 93904 78378 Fax Number: 0863 - 2261123</p>
9	Website address	www.cggb.in
10	E-mail address for communication	gm-ho@cggb.co.in ditsm@cggb.co.in it@cggb.co.in
11	R F P Fee	Rs.5,000/-
12	E M D Amount	Rs.3,00,000/-

**** Technical bid will be opened in the presence of the authorized representative of the bidders. Only one representative will be allowed to represent the Company.***

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1.Introduction:

Chaitanya Godavari Grameena Bank (CGGB) was formed by the amalgamation of Regional Rural Banks namely 'Chaitanya Grameena Bank' and 'Godavari Grameena Bank' with effect from March 1,2006. Bank was formed as per RRB act 1976.

Bank is sponsored by Union Bank of India.

Profile of Chaitanya Godavari Grameena Bank (CGGB).

The shareholding pattern of the bank

Government of India	50%
Union Bank of India	35%
Government of Andhra Pradesh	15%

Chaitanya Godavari Grameena Bank is herein after called "Bank" which term or expression unless excluded by or repugnant to the context or the meaning thereof, shall be deemed to include its successors and permitted assigns herein after called "Chaitanya Godavari Grameena Bank" or "Bank" or "bank", issues this Request for proposal, hereinafter called "RFP".

2. About this Request for Proposal (RFP):

The objective of this RFP is to on board Technology Service Provider (TSP) to implement Account Aggregator solution in the Bank to integrate with Account Aggregator ecosystem. Bank intends to select vendor for supply of hardware and software for implementation, Customization, Integration & Maintenance of Account Aggregator solution for a period of 5 years.

The Technology Service Provider (TSP) will enable Bank to connect as Financial Information Provider (FIP) and Financial Information User (FIU) with Account Aggregators in the ecosystem. The intended Account Aggregator (AA) Solution should provide a platform to harness the imbedded benefits of Account Aggregator Framework by collaborating with FinTech entities, introducing value-added new age products/ services, enhancing the consumer experience, make the most of the customer analytics and business insights etc.

3. Broad Scope of Work:

The scope of work includes

- i. The Technical Service Provider is expected to supply hardware and software for Implementation, Customization, Integration & Maintenance of Account Aggregator

solution for a period of 5 years at DC, DR & UAT setup: Warranty of 03 years followed by 02 years of Annual Technical Support (ATS)/AMC.

ii. The Technical Service Provider is expected to provide solution for FIP/ FIU modules and integrate it to the Account Aggregator ecosystem.

a. Perpetual Enterprise License without limitation on number of users, number of branches. The licenses should not be tied down to the hardware it is installed on. Bank should be able to reuse or port the software licenses on any new hardware in future.

b. The proposed Solution should have user friendly interface for customers and for the branches. Any customizations are to be carried out on Bank's advise at no additional cost.

c. To upgrade the Account Aggregator solution and other related software version whenever there is new version released.

d. The solution and the customizations thereon should be immediately implemented giving no scope for delay in timelines.

e. On request of FIU in Account Aggregator ecosystem, the solution should be able to share customers' required information on receipt of customer consent.

f. On receipt of customer consent, Solution should enable Bank to act as FIU, fetch required information provided by other Financial Information Providers and facilitate decryption of data received through the Account Aggregator ecosystem. The decrypted data (Bank statement / GSTN etc.) fetched as part of FIU shall be utilized by Bank for further data analytics, basis the applicable use cases. The successful bidder shall include all such integration scopes as part of the commercials quoted.

g. Enable Bank to act as FIP and provide required information to other Financial Information Users (FIUs) in Account Aggregator ecosystem on receipt of customer consent.

h. Solution should have consent management module which should be able to request customer consent, store the customer consent securely. The consent module shall be available for integration with Bank various systems (both web (all technologies) / mobile (Android / iOS versions)).

iii. Supply, installation and maintenance of required hardware and supporting software at DC, DR & UAT setup:

a. Hardware: Server, Storage, if required etc. Comprehensive Onsite Warranty of 03 years followed by 02 years of Annual Technical Support (ATS)/AMC from Go-live.

b. Operating System & Other required Software and their licenses.

c. DBMS required for functioning of the Account Aggregator Solution. Bidder should quote DBMS cost i.e. License Cost & Annual Technical Support (ATS) separately.

- d. The proposed solution should support real time DC - DR replication so that in case of any unforeseen events, the switch over to DR can take place and the application can work seamlessly as before. With no loss of time, the switch over should happen immediately as per Bank's advise.
- e. Proposed solution should have highly scalable architecture, initially supporting minimum 50 transactions per second (TPS).
- f. The Bidder needs to size the infrastructure (hardware, Operating System, Database, Storage and other related software/hardware) for the proposed solution (for both Production and UAT environment) the same as part of their technical bid submission. The Bidder is responsible to arrive at the sizing independently based on the performance measures and SLA indicated in the RFP. The Bank is not responsible for any assumption made by the Bidder with respect to the sizing. In the event the sizing proposed by the Bidder does not meet the performance / service levels of the Bank the Bidder will at their cost carry out the necessary upgrades / replacements. The Bank has the right to deduct / recover from the Bidder the required additional expenses which Bank may incur on account of such upgrades / replacements.
- g. Proposed solution should integrate with banks backup solution and back up activities should be performed by the onsite resources provided by the bidder coordinating with banks Technical service provider.
- h. Any other hardware, software items as required for smooth functioning of the Application.
- i. Bidder has to commission network links to bank DC & DR with required bandwidth for the solution proposed.
- j. Any network links required for commissioning/operating/functioning/communicating with all the stake holders AA ecosystem should be provided/configured/maintained by the Bidder.
- k. The required bandwidth should be provided by the bidder so that the solution availability is as per SLA.

iv. Integration with:

- a. Core Banking Solution (Finacle 7x & the proposed higher version 10x)
- b. Loan originating system, Digital Lending Platform, Co-Lending Platform & CRM
- c. Bank's Mobile Banking & Internet Banking Channels and other Alternate Delivery Channel (ADC)
- d. SOC/SIEM and other security modules
- e. Bank's MIS & Data Analytics Application
- f. SMS and e-Mail Gateways

Integration may be required with other Applications for smooth functioning of Account Aggregator Solution. The proposed solution should be able to integrate through API's.

API integration with Account Aggregator system should be in accordance to the API specification & Data schema published by ReBIT from time-to-time.

The proposed solutions should be compatible with all the Account Aggregators. The successful bidder needs to integrate with all licensed Account Aggregators as on RFP date under the current scope. However, future integration with other aggregators will be done at integration cost quoted by arriving at pro-rata cost of one aggregator.

Bidder will have to integrate with any new use case introduced in the AA ecosystem during the contract period of 5 years at the mutually agreed cost. The Proposed solution should have the capability to provide integrations for fetching additional customer parameters/ data points from any future addition to the AA Ecosystem such as GSTN, TRAI data etc. as and when applicable. The commercials for the same will be mutually decided by the bank and the successful bidder at the time of implementation of the same

v. Facility Management Services (FMS) during the contract period:

The bidder has to ensure on-site support for resolving Account Aggregator solution related issues, including installation/re-installation of required software and its supporting software for the proposed solution, during contract period without any extra cost.

The onsite resource will manage and monitor the Account Aggregator setup for day to day activity. Daily backup of the proposed solution and restoration of the same as per Bank's policy is also the responsibility of onsite resource. The successful bidder has to provide the educational, credit check, police verification and background verification of the onsite resources to Bank. The bidder needs to deploy resource/s at Guntur location for the period from 09:30 AM to 7:30 PM on all 365 days.

vi. Documentation / Training:

a. 02 days training for Bank's officials for 02 batches at Bank's premises regarding overall functioning of the Solution/ available Dashboard/ Analytics etc.

b. Providing process documentation, SOPs, required Technical and Functional documentation, Reference Manual, FAQ, Job Card, System Configuration Documents etc.

vii. Patch Management: Bidder has to carry out hardening of OS (Operating System/DB/App), patch management activity and required configuration of

OS/DB/App and its related software, etc., periodically as per the requirement of the bank and closure of VAPT Observations/audit of the bank during the contract period as per Bank's policy.

viii. As part of technical evaluation, bidder has to carryout product demonstration/presentation of their Account Aggregator Ecosystem solution as per the schedule provided by Bank.

ix. Bidder will have to integrate with any new use case introduced in the AA ecosystem during the contract period of 5 years at the mutually agreed cost.

x. The selected bidder to comply with the findings of the VAPT/IS Audit/Secure Coding Practices in terms of the hardware / OS / application/DB provided under this RFP.

xi. The solution should comply with updated RBI/NABARD Directive and other regulatory guidelines. During the contract period any customization required to comply any regulatory guideline will be provided by the bidder without any additional cost.

xii. Bidder has to guarantee minimum uptime of 99.95% for the Account Aggregator & supplied hardware/ software and should be ready to execute service level agreement for the same.

xiii. Bidder will be responsible for successful completion of certifications required to become a part of Account Aggregator ecosystem as FIP & FIU.

B. Important features required for the Account Aggregator Solution:

The proposed solution must include all the hardware, software, services and other components necessary to meet the given requirements and to carry out the necessary activities as described in this section.

i. The proposed Solution should have user friendly and robust interface for customers.

ii. The proposed Solution should have browser based user friendly and robust interface for branches.

iii. Bidder has to carry out changes prescribed by regulatory authorities in the proposed solution as and when required.

- iv. The data in flow should be in encrypted form in compliance with Sahamati/ReBIT/Regulatory/Bank Information Security requirements from time-to-time.
- v. Account Aggregator Solution will be implemented with DC, DR & UAT setup along with required real time data synchronization between DC & DR.
- vi. The proposed Account Aggregator Solution will be flexible to changes and easy to be integrated with other Applications.
- vii. Bidder will have to carry out Performance Testing as and when required by the Bank during the contract period.
- viii. The proposed Solution should be capable to handle time-based user consent and to charge for usage/consent.
- ix. The proposed Solution should meet the requirement of Audit/VAPT/CISO before going Live since approval of Audit/VAPT/CISO is mandatory.
- x. The proposed solution should support conversion to/from multiple formats like ISO 8583, JSON, XML, Flat files, html etc.
- xi. Bidder should specify all Account Aggregator requirements upfront, required for smooth functioning of the proposed solution.

C. Facility Management Services and Project Management:

The successful bidder has to ensure support to Bank in following ways for smooth functioning:

(a) Onsite Resources for Facility Management Services:

- i. The bidder should deploy at least two onsite technical resources throughout the contract period with adequate skill set and experience for monitoring and management of the proposed solution from date of Go-Live. The deputed resources should manage and maintain software as per the agreement. Onsite support persons should possess minimum one year experience. Bank reserves the right to claim change in resource based on the performance of the resources.

ii. The technical resources should be competent to develop/configure/handle/integrate/maintain/manage/Implement/Test /Go-live the proposed Account Aggregator solution. Onsite resources are expected to perform testing, support, monitoring, implementation, Integration with new Account Aggregator, Trouble Shooting, reporting, RCA reports, coordination with bank's teams, Audit compliance, any other statutory compliance, Patch Installation (OS, DB, App, Software) fixes, analytics, fraud risk/rule management & monitoring, day to day MIS reports, Regulatory reports, conducting DR Drill, backup/restore. These activities are illustrative and the details will be shared with successful bidder. Bank reserves the right to claim change in resource based on the performance of the resources.

iii. Detailed process documentation, SOP (Standard operating procedure) and management of solution should be created and submitted before project signoff.

iv. Bidder is expected to deploy academically good, technically sound and competent personnel to ensure smooth operations at bank's site. The deputed personnel will be employed by the selected bidder on their payrolls/contracts without having any employment right with the bank. Moreover, deployed personnel will not have any right whatsoever to lodge claim of any nature directly or indirectly with the bank and it would be responsibility of selected bidder to address such issues without involving the bank. The deputed persons have to maintain the utmost secrecy & confidentiality of the bank's data including process performed at the Bank premises. At any time, if it comes to the notice of the bank that data has been compromised/ disclosed/ misused/ misappropriated then bank would take suitable action as deemed fit and selected vendor would be required to compensate the bank to the fullest extent of loss incurred by the bank. Bidder is expected to adhere to Bank's request for removal of any personnel, if bank notices any negligence/gross misconduct/violation of trade secret/disclosure of bank's data to third party and any decision of the bank in this regard would be final and binding upon the selected vendor.

(b) Project Management:

i. Successful bidder must appoint a Project Manager dedicated to the Bank account only, immediately after receiving the work order/ letter of intent till completion of Go-live. The Project Manager should have direct experience of successful end to end implementation/management of Account Aggregator system for at least one comparable project to the Bank's requirement. The Project Manager should be directly and easily accessible to the Bank officials through convenient communication channels like phone/e- mail.

ii. Detail Project review must be conducted during project execution at no additional cost. The vendor will submit weekly reports regarding the progress of work along with the corrective actions/ suggestions. Any document submitted by the vendor should be properly backed up by quality review documents. Extension of contract for support however shall be at the discretion of the bank

Other Key Responsibilities includes, but are not limited to:

- a. Register with the Central Registry - Digital Signature, other details. The connection is through Standard APIs defined by Sahamati
- b. Enable discovery of applicant's accounts, basis identifier(s) sent by AA
- c. Authenticate applicant before linking/delinking of accounts with applicant's AA profile
- d. Receive and verify consent artefact for a consent request approved by the applicant for fetching data
- e. Capability with respect to storage of all the consent artefacts as part of a FIP Database
- f. Format data for compliance with standardized data schemas
- g. Purge data after AA had fetched the data or after Sahamati defined TAT, whichever is earlier
- h. Share consent template to AA for applicant's approval
- i. Receive applicant's consent artefact from AA
- j. Capability with respect to storage of all the consent artefacts as part of a FIU Database Capability to send appropriate notifications to the customer regarding account linkages, data access requests, data sharing etc.
- k. FIU to fetch the data once AA notifies the readiness of data l. Capability to monitor the service availability of the integrated AAs at any point of time

4. Contract Period:

The tenure of the Contract will be for a period of 5 (Five) years effective from the date of execution of the Service Level Agreement (SLA) unless terminated earlier by the Bank by serving 90 days prior notice in writing to the selected bidder at its own convenience without assigning any reason and without any cost or compensation therefor. However, after the completion of initial period of 5 (Five) years, the contract may be extended/renewed for such further period and on such terms and conditions as would be decided by the Bank. The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving 90 days' notice without assigning any reasons and without any cost or compensation therefor. Any offer falling short of the contract validity period is liable for rejection. The selected bidder is required to enter into a Service Level Agreement (SLA), the format whereof is to be supplied by the Bank.

5. Bidders' Eligibility Criteria:

Only those bidders, who fulfill the following all eligible criteria only need to respond to this RFP.

- i. The bidder should be a Public or Private Limited Company/Partnership firm/ Sole proprietary concern in existence for a minimum period of **five years as on this date of RFP**.
- ii. The proposed Account Aggregator Solution should have been implemented by bidder/ TSP successfully in at least one Scheduled Commercial Bank/Notable BFSI whose business is not below the Bank's business as on 30.09.2022, in India in last three years.
- iii. The bidder should be Sahamati empaneled /listed Technology Service Provider (TSP) for the Account Aggregator Ecosystem as on the date of this RFP.
- iv. The Annual Sales Turnover shall not be less than **Rs.5 Crores** for the last 3 years.
- v. The net worth of the Company shall be positive for the last three years **OR** shall be earning profits for the last three years.
- vi. The bidder must not have been black listed by any Government organization or Govt. agency or Banks in India. (A self-declaration signed by the authorized Signatory to be enclosed as per the Annexure-11).
- vii. Bidders, who have not satisfactorily completed any of the earlier contracts with Bank, will not be eligible for participation in this tender.
- viii. In this RFP either authorized representative / distributor / dealer in India on behalf of Principal OEM (Original Equipment Manufacturer) or Principal OEM itself can bid but both cannot bid simultaneously. In such case OEM bid will only be accepted. If an agent / distributor submits bid on behalf of the Principal OEM, the same agent / distributor shall not submit a bid on behalf of another Principal OEM in the same tender for the same item or product.

- ix. The service provider must comply with all the above mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Documentary Evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with references. Undertaking for subsequent submission of any of the required document will not be entertained under any circumstances. However, the Bank reserves the right to seek clarifications on the already submitted documents. Non-compliance of any of the criteria will entail rejection of the offer summarily. Any decision of the Bank in this regard shall be final, conclusive and binding upon the bidder.

6. Bid Process:

As a part of this procurement process, the bank intends to empanel technical service provider (TSP) for a period of five years for Supply of hardware and software for Implementation, Customization, Integration & Maintenance of Account Aggregator solution who qualify on the basis of Pre-qualifications given elsewhere in this tender document.

The commercial bid is generally valid for a period of 5 years from date of empanelment as notified by the Bank with the selected L1 bidder.

7. Single stage two envelop bidding:

The offer shall be submitted in sealed cover for all the products offered. The Covers should be super scribed with the headings **“Technical offer for Supply of hardware and software for Implementation, Customization, Integration & Maintenance of Account Aggregator solution for a period of 5 years”** for Technical Bid documents and **“Commercial offer for Supply of hardware and software for Implementation, Customization, Integration & Maintenance of Account Aggregator solution for a period of 5 years”** for Commercial Bid documents, whenever submitted.

The envelope containing **Technical Offer** should include only Company Profile (as per enclosed format) Relevant Technical Bid Form and **Standard** Printed Technical Literature/Brochure about the Product, Quality certifications for the Products and documents supporting above eligible requirements etc., for the bid.

The envelope containing **Commercial Offer**, should include only the commercial quote for the product offered as per the format enclosed and any other formats called for. **Please note that no other information other than the price & other information called for should be furnished along with this offer.**

The sealed covers containing the **Technical and Commercial** offers shall in turn be put in a sealed outer envelope to be super scribed **“Technical and Commercial offers for Supply of hardware and software for Implementation, Customization, Integration & Maintenance of Account Aggregator solution for a period of 5 years”**.

8. RFP Fees:

The Bidder is required to submit a Demand Draft amounting to **Rs.5,000/-** (Rupees Five Thousand only) in favor of Chaitanya Godavari Grameena Bank payable at Guntur along with the bid. This is to be submitted in a separate envelope along with the Bid response. This amount is not refundable.

RFP Fee is exempted for the Bidders having the NSIC Certificate or MSME Certificate; Bidder has to submit the valid proofs from NSIC at the time of Bid submission.

9. Earnest Money Deposit:

The Bidders shall furnish EMD for Rs.3,00,000/- and valid for 6 months.

ii. EMD is required to protect the Bank against the risk of Bidder's conduct.

iii. The EMD may be in the form of a Demand Draft or Pay Order, issued by a Scheduled Commercial Bank in India drawn in favour of Chaitanya Godavari Grameena Bank payable at Guntur, Andhra Pradesh.

iv. Any Bid not accompanied by EMD for the specified amount as mentioned elsewhere in the RFP will be rejected as non-responsive.

v. The EMD of the unsuccessful Bidders shall be returned within 2 weeks from the date of Bid finalisation.

vi. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Performance Bank Guarantee for the amount and validity as mentioned in this RFP.

vii. No interest is payable on EMD.

viii. The EMD may be forfeited:-

- The bidder withdraws his bid before opening of the bids.
- The bidder withdraws his bid after opening of the bids but before acceptance of "Letter of Intent" or "Purchase Order".
- The selected bidder withdraws his bid / proposal before furnishing an unconditional and irrevocable Performance Bank Guarantee.
- if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or

- If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Bank/this department, in future, as per sole discretion of the Bank.

10. General Terms of Bid submission:

Please note the following points while submitting your offers.

- i. The bid is non-transferable.
- ii. The offers shall be made strictly as per the formats enclosed. The bids submitted by the bidders should contain all the requisite documents otherwise the bid is liable for rejection.
- iii. The Bidder shall bear all the costs associated with the preparation of the documents, submission of its bid and Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- iv. The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the bidder to the contract.
- v. The bid shall contain no interlineations, erasures or over writing except as necessary to correct errors made by the Bidder. In which case the person or persons signing the bid shall initial such corrections.
- vi. The offers submitted to Bank should not bear any corrections, alterations, over writings and additions in hand writing.
- vii. The Bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.
- viii. The Bidder is expected to examine the configurations given in the technical bids and provide compliances, duly providing correct configurations for which the tender is called for. If any inconsistency is observed by the bidder, the same shall be mentioned against each of such item observed and provide the offer made by them.
- ix. Any bid received by the Bank after the last date for submission of bid prescribed by the bank will be rejected and/or returned unopened to the empaneled bidder, which the concerned bidder has to collect from the Bank.

- x. At any time prior to the deadline for submission of bids, the Bank may, for any reason whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding documents by amendments. All such amendments will be notified by our web site and will be binding on all the bidders. Further, in order to provide, prospective Bidders, reasonable time to take the amendment into account in preparing their bid, the Bank may, at its discretion extend the dead line for submission of bids.
- xi. The company having quality certification & other certifications, for their operations, can submit. Also, the products having respective quality certifications can submit.
- xii. The Models offered should strictly conform to the specifications given in the product literature. **The Models proposed/ marked for withdrawal from the market and the models under quality testing should not be offered.** Bank shall reserve right to ask for **PROOF OF CONCEPT** on working of the offered models to ascertain the working and compatibility of the equipment, before considering for empanelment.
- xiii. When the configuration/ feature required is not available in a particular model, the next available higher configuration model shall be offered.
- xiv. In addition to the above, if any additional/ enhanced configuration is suggested in view of technological changes, it may be furnished as optional feature with/without cost duly explaining the additional utility of the offered model in both the technical offer document as well as Commercial Offer document. However, the basic quote should be confined only to the configuration/ model offered for.
- xv. The Bank may call for a presentation either at the time of technical evaluation or at any time before commercial bid stage to satisfy itself about the capabilities of the Bidder and suitability of the products for Bank's requirement etc. The Bank may however call the Bidder to present either once or more than once depending on the need.
- xvi. Bank will prepare a list of empaneled vendors on the basis of the compliance of pre-qualification criteria as per terms of the tender documents & technical evaluation based on the technical compliance of the product offered by the bidder vis-à-vis the Specification & Compliance forms given in the technical bid forms. Bank may call for any clarifications/ additional particulars required, if any, on the technical bids submitted by the bidder. The bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The bidder's offer will be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and

time. Bank reserves right to call for a presentation on the features etc., from the short listed vendors based on the technical bids submitted to make an evaluation.

- xvii. Bank reserves right to call for Fresh tenders at any point of time after procuring the quantity for which commercial bids were called for, in case any change in technical specifications in the equipment and empanel the bidders.
- xviii. Bank reserves right to waive any minor informality, non-conformity or irregularity in technical bid which does not constitute a material deviation.
- xix. Bank reserves the right to reject this invitation to RFP, in part or full, or cancel the entire procurement process at any stage without assigning any reason. In such a case, bank will not entertain any correspondence in the matter.
- xx. Bank does not bind itself to accept the lowest bid (L1).
- xxi. The decision of the bank shall be final and binding with regard to technical and financial bids and the reverse auction process.
- xxii. The tender will be rejected, if any bidder proposes any deviation from the prescribed technical criteria requirement.
- xxiii. The bids shall remain valid and open for acceptance for 3 months from the date of opening of price/ financial bid.
- xxiv. All documents that comprise the offer should be signed and sealed by the firm, as a token of acceptance to the terms and conditions specified in the tender.
- xxv. Bank reserves the right to accept or reject any /all tender/s in part or whole of any firm/ firms without assigning any reasons whatsoever. The decision of the Bank in this regard shall be final. In the event of intending tenderers failure to satisfy the bank, the bank reserves the right to reject the tender.
- xxvi. Bank reserves right to change/modify/amend any or all provisions of the tender document. Such revision/amendment or corrigendum/addendum, if any, will be made available on Bank official website (www.cggb.in) only.
- xxvii. Tenders received late on account of any reason whatsoever as also Telegraphic and Faxed Tenders shall not be entertained.
- xxviii. The tender shall not include any conditions whatsoever. In case, any conditions are included in the Tender the same shall not be taken in to consideration. The tender in such cases is liable to be rejected. Clarification, if any, shall be obtained from Bank before submission of the tender.

xxix. Bank shall not be responsible for any damage to the equipment during transit.

xxx. The supplier shall arrange the acceptance test at the site.

xxxi. On arrival of the equipment on site, the tenderer shall arrange for the following services without extra cost to the Bank, namely:

(a) To carry out on-site unpacking and positioning of the equipment for installation.

(b) To install and test the equipment.

xxxii. Bidders are required to submit Undertaking of Authenticity for the supplied hardware.

xxxiii. Bank reserves the right to partly accept any or all the tenders received without assigning any reasons thereof. The tenderer may have to furnish Rate Analysis for the scrutiny of rates by Bank for negotiation etc., if required.

xxxiv. Written requests/mail requests for clarification (pre-bid queries) may be submitted to the Bank prior to the date mentioned for the submission of pre-bid queries and clarifications for such queries shall be provided by the Bank through Clarifications /Addendums placed in Banks website www.cggb.in. All pre-bid queries to be forwarded to ditsm@cggb.co.in, gm-ho@cggb.co.in, it@cggb.co.in on or before 07-11-2022 04:00 PM.

xxxv. Pre bid meeting shall be virtually conducted on 25.05.2022 (10.30 A.M.). Bidders who wants to participate in pre bid meeting are to inform their Email IDs by sending Email to ditsm@cggb.co.in, gm-ho@cggb.co.in, it@cggb.co.in on or before 07-11-2022 04:00 PM for sharing link to participate in the virtual pre bid meeting.

xxxvi. It will be the responsibility of the successful vendor to affix the Asset tags on each hardware being supplied by them to the Bank. The Asset Tags so printed by the successful vendor must have the company's logo of the vendor along with other details like call logging no., mail id etc. The asset tag details for the hardware would be mutually decided by the Bank and the successful vendor.

- xxxvii. The selected bidder has to submit the acceptance of terms and conditions mentioned in the Purchase Order within 7 days from the issue of Purchase Order duly signed by the authorized signatory.
- xxxviii. The solution should be based on the requirements as mentioned in the RBI Master Direction DNBR.PD.009/03.10.119/2016-17 dated 2nd September 2016 (updated as on November 22, 2019; as on February 23, 2018; as on November 09, 2017) and ReBIT Technical standards; as may be updated from time to time.
- xxxix. The solution should cover and fulfil the requirements in line with Bank specific requirement, in compliance of RBI/ other regulator (domestic and overseas) and its amendments (in present and in future) during the contract period.
- xl. The solution should support integration with Account Aggregators to accelerate data-backed lending with adequately safeguarding customer data privacy.

11. Price Composition:

The empaneled bidder should comply with the following terms & conditions with respect to the Commercial Bids enclosed/ as and when called for and note:

(a) The pricing structure should be furnished strictly as per our format and price quoted should be only in Indian rupees.

(b) The quoted price should be **all-inclusive price** (i.e., including Technical GST and if any, Excise Duty, Sales Tax, VAT, any other applicable duties and taxes, Packing, Freight and Forwarding, Transit Insurance, Local transportation, Hamali Charges, completing the Road permit formalities, if required, Installation, testing and warranty period charges. The total price shall also include cable connectors, Technical/User Manuals) and **shall be applicable uniformly to any part of the country in case Bank prefers to place repeat orders for different locations.** No additional charges/ management fee of any kind will be reimbursed. However, Octroi/ Entry Tax/ Road Permit will be reimbursed as per actual, subject to production of original receipts and other relevant documents. **(The quoted price should clearly indicate the Base Price (A) + GST, other charges component, separately(B).)**

12. Payment Terms:

For Hardware:

The successful bidder shall give acceptance within 7 days from the date of receipt of the LOI/ Purchase Order. However, Bank reserves right to cancel order, if the same is not accepted within 7 days from the date of receipt of LOI/ Purchase Order.

Request for Proposal (RFP) for Supply of hardware and software for Implementation, Customization, Integration & Maintenance of Account Aggregator solution for a period of 5 years

- No advance payment will be made.
- 70 % of Total cost of Hardware with system software (OS) on delivery, installation and commissioning of Client Software, Communication equipment etc. and submission of invoice with proof of delivery, installation and successful commissioning.
- 30% of Total cost of Implementation for Hardware and System Software after 3 months of live run.

For Software:

Sl. No.	Item description	% of cost of software Implementation & Integration
1	System Requirement Study, Delivery of Software and perpetual Enterprise License. Completion of Installation, Customization, configuration in UAT.	30%
2	Successful Certification for Account Aggregator Ecosystem and completion of Bank's on boarding as FIU & FIP on Account Aggregator Framework.	20%
3	Completion of Installation, Customization, configuration in DC & DR setup, System Integration submission of UAT Sign off and successful Go-Live.	40%
4	After 3 months of successful implementation and against Performance bank guarantee.	10%

Bank's Standard payment terms are only applicable. **No advance will be paid against the Purchase Order.**

In the case of a situation where the vendor could not install the equipment procured due to the problem of site not ready for a period of one month from the date of delivery, 75% of the cost of equipment will be paid against delivery subject to production of invoice, delivery challan and other documents showing proof of site not ready with a letter of confirmation stating that the installation will be done under PO terms as & when required by the bank. **Bank will not consider any other payment terms even if it is mentioned in the offer letter.**

13. SLAs for application and onsite resources:

a. Bidder has to guarantee minimum uptime of 99.95% and should be ready to execute service level agreement for the same as per below uptime. Bank will calculate uptime for Account Aggregator solution as per below details:

Request for Proposal (RFP) for Supply of hardware and software for Implementation, Customization, Integration & Maintenance of Account Aggregator solution for a period of 5 years

Level of Uptime Quarterly	Penalty Charges
99.95% and above	No Penalty
99.00% and above but below 99.95%	1 % of total cost of Yearly pay-out
98% and above but below 99%	3 % of total cost of Yearly pay-out
97% and above but below 98%	5 % of total cost of Yearly pay-out
96% and above but below 97%	7 % of total cost of Yearly pay-out
95% and above but below 96%	9 % of total cost of Yearly pay-out
Below 95%	10% of total cost of Yearly pay-out

Downtime % = (Scheduled uptime - calculated downtime)*100/Scheduled uptime

Where: “Scheduled Uptime”: Means the operating hours of the system for one day.

Calculated downtime: Is the number of hours in the day for which the DC was not completely functional as a whole or any of its subsystem was not operational in its full capacity.

b. SLA for Onsite Support Bidder will have to guarantee a minimum uptime of 99% per resource (i.e. attendance of each of the resources), calculated on a monthly basis. Uptime percentage will be calculated as (100% less Person non-attendance Percentage) Person non-attendance percentage will be calculated as (Unavailable Time divided by Total Available Time), calculated on a monthly basis. Total Available Time is 8 hrs per day per person for six / five days a week (Sundays and 2 nd & 4 th Saturday's are excluded). In case in any month there are Bank holidays then the same also would be excluded.

The uptime percentage would be calculated on monthly basis and the calculated amount would be adjusted from every subsequent quarter payment. The yearly SLA charges will be subject to an overall cap of 10% of the Yearly Resource cost and thereafter, the contract may be cancelled. In case if there is no pending invoices to be paid by the Bank to the bidder, the bidder has to submit a pay order / cheque payable at Guntur in favour of Chaitanya Godavari Grameena Bank for the same within 15 days from the notice period from the Bank.

Availability Service Level Default

- ♣ Availability Service Level will be measured on a monthly basis.
- ♣ A Service Level Default will occur when the vendor fails to meet Minimum uptime (99%), as measured on a monthly basis.

In case any resource is not available continuously for more than 4 hours a day (Under normal circumstances) Or 1 day in case of unplanned / emergency leave of any resource then the Bidder should immediately provide the Bank with an equivalent standby resource for that resource.

If Bidder fails to meet the uptime guarantee in any month then the Bidder will have to pay the following compensation adjusted with every subsequent quarter payment:

14. Fall clause:

The Bidder undertakes that it has not supplied/is not supplying similar product/systems/subsystems/services/solutions software in a comparable business circumstances at a price lower than that offered in the present bid in respect of any other public sector bank in India/PSU/Ministry or Dept. of Govt. of India or any PSU and if it is found at any stage that similar product/system or subsystems were supplied by the bidder to any other ministry/Dept. of Govt. of India/PSU at a lower price, than that vary price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the bidder to the buyer, if the contract has already been concluded.

15. Indemnity Clause:

The successful bidder will indemnify the Bank against all actions, proceedings, claims, suits, damages and any other expenses including Bodily injury or Death and damage to real property and tangible property for causes attributable to the Bidder. The Supplier shall also indemnify the Purchaser 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.

16. Evaluation process:

17.1 Technical bids will be evaluated on the basis of compliance with eligibility criteria, technical specification, other terms and conditions stipulated in the RFP. Financial/Commercial bids of only those vendors, who qualify in the technical evaluation, would be opened.

17.2 Bank reserves the right to reject any or all offers under any of the following circumstances: -

- i. Bid security / bid document fee is not submitted.
- ii. Offer is incomplete and / or not accompanied by all stipulated documents.
- iii. Offer is not in conformity with the terms and conditions stipulated in this document.

Technical evaluation procedure:

The maximum score in the technical evaluation is 100 (as given in the table - Scoring Pattern)

At a minimum, the following parameters will be considered for evaluation

Desktop evaluation for following components:

- Reference details i.e. Account Aggregator solution implementation and maintenance experience.
- Service centers existence
- Support Team Strength.

Bidders are required to score a minimum of 75 in the technical evaluation to be considered for commercial evaluation.

The bidder shall provide references (including Referee names and contact details) and a document on Supply of hardware and software for Implementation, Customization, Integration & Maintenance of Account Aggregator solution in respect of major projects as stated.

The bids will be technically evaluated based on the data provided by the Bidder as a part of the response in addition to all the assertions provided.

Scoring Pattern:

Scoring Parameter	Marks
Desktop evaluation I - based on compliance to general eligibility criteria and specification.	40
Desktop evaluation Component II - based on the previous experience of the bidder in Supply of hardware and software for Implementation, Customization, Integration & Maintenance of Account Aggregator solution. Service centers, support strength etc. credentials.	30
Telephonic/ web based interview for References regarding delivery time commitment, support extended and feedback about the quoted product.	30
Total	100

Total Technical Bid Score:

- The total technical bid score would be sum of the scores obtained by the Bidder in each of the above categories.

Only the bidders who qualify the technical evaluation criteria will be considered for commercial evaluation

17. Period of validity:

The selected bidder will be required to keep the price valid for a period of 180 days (06 months) from the date of issuance of 1st Purchase Order. There shall be no increase in price for any reason whatsoever during the period of 06 months and Bank may place the additional Purchase Orders to the selected bidder for any or all of the services at the agreed unit rate for line items as mentioned in the commercial bid.

18. Liquidated Damages:

Notwithstanding Bank's right to cancel the order, liquidated damages at 1% (One percent) of the price of undelivered portion/ not installed services of per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the total cost of ownership. Bank will have right to recover these amounts by any mode such as adjusting from any payments to be made to the Bidder or from the performance Bank Guarantee. Liquidated damages will be calculated per week basis. Dispatch details shall be shared by the bidder regularly after handing over the consignment to the concerned Courier Agency/Indian Postal services. The Bank reserves its right to recover these amounts by any mode including adjusting from any payments to be made by the Bank to the Bidder. Bank may invoke the Bank Guarantee for further delay in in delivery & migration.

19. Warranty & AMC:

The Selected Bidder must provide 3 (Three) year on-site comprehensive warranty for all items to be supplied under this RFP covering all parts and labour from the date of acceptance of the systems by Bank at the respective locations i.e. on-site comprehensive warranty and two year ATS/AMC (4th Year ATS/AMC & 5th Year ATS/AMC),

i. During the warranty period, the vendor will have to undertake comprehensive maintenance of the entire application, system software, hardware and accessories supplied by the vendor.

ii. The bidder shall be fully responsible for the manufacturer's warranty for all equipment, accessories, spare parts etc. against any defect arising from design, material, manufacturing workmanship, or any act or omission of the manufacturer / bidder or any defect that may develop under normal use of supplied equipment during the warranty period.

iii. Warranty shall not become void even if Bank buys any other supplemental hardware from a third party installs it with / in these machines. However, the warranty will not be applied to such hardware installed. Besides the above, the vendor will have to enter into Service Level Agreement (SLA) with the Bank.

Further, the supplier is also required to provide Technical / Maintenance support for the items supplied, for the period of warranty. However, Bank reserves the right to award a third party AMC also. At any point in time, the supplier may be required to duly handover the machines and components thereof to any party, which may be indicated by the Bank, for the purpose of further maintenance.

20. Term of execution of work:

The vendor shall deliver and complete the installation of all the devices and rollout the entire solution within 7 weeks from the date of issue of the Purchase Order.

21. Delivery Condition:

Sl. No.	Activities	Duration
1	Delivery of hardware, software and Corporate perpetual license, installation, development, customization, integration and configuration at DC.	2 weeks
2	User Acceptance testing of Account Aggregator, Pilot Run along with Audit review and submission of reports.	2 weeks
3	User Acceptance testing for on boarding of Bank on Account Aggregator ecosystem and implementation as FIP and FIU. Successful Certification for Account Aggregator.	2 weeks
4	Documentation/DR Config/training and Go-Live	1 week

The products will be accepted by Bank only after completion of installation, testing and due signing of the installation reports. The vendor shall insure the products against any damage arising due to transportation and handling at both vendor location as well as delivery location.

If the vendor fails to deliver all the products ordered within the stipulated time schedule or by the date extended by Bank, it will be a breach of contract. In such case, Bank may foreclose EMD amount without any notice.

22. Offer Validity Period:

The offer should remain valid for a period of 03 months from the date of opening of price bid. Bank reserves the right to request the vendors for extension of offer validity.

23. No Price Variations:

The commercial offer shall be on a fixed price basis. No upward revision in the prices would be considered during the offer validity period.

24. No commitment to accept lowest or any tender:

Bank shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers without assigning any reason whatsoever.

25. Right to alter quantities:

- a. The Bank reserves the right to alter the number of hardware/software/licenses specified in the tender in the event of changes in plans of the Bank. Any decision of Bank in this regard shall be final, conclusive and binding on the bidder. The bank reserves the right to place order for additional hardware/software/licenses at the agreed price during the contract period with the same terms and conditions. Bank is not obligate to purchase all the quantity of the hardware/software/license as mentioned above.
- b. The bidder should provision variation in quantities in the range of +/- 10 %.
- c. In case of amalgamation/ merger of CGGB with any other bank, the selected bidder has to extend the services as per the commercials finalized in this bid till entire data of CGGB is migrated to new entity.
- d. In case CGGB acts as anchor bank, the selected bidder should extend required support for data migration from other entities to CGGB and ongoing support till end of contract period. Commercials will be negotiated at the time of amalgamation of the other RRBs.

26. Order Cancellation:

The Bank reserves its right to cancel the Order/ Service Level Agreement by giving a written notice of ninety (90) days which will be inclusive of a cure period of thirty (30) days before cancellation of the Order/Service Level Agreement, in event of one or more of the following situations, that have not occurred due to reasons solely and directly attributable to the Bank alone:

- i. The bidder commits a breach of any of the terms and conditions of the offer or any of the terms and conditions of the Purchase Order / SLA.
- ii. Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process.
- iii. The bidder goes into liquidation voluntarily or otherwise.
- iv. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the order.
- v. The progress regarding execution of the order accepted made by the vendor is found to be unsatisfactory.
- vi. Non-compliance of the scope of the job.

vii. Repetitive failure of the deployed personnel to perform the job to the satisfaction of the bank.

viii. On the events of data piracy / privacy / system failures / security failures.

ix. If deductions on account of liquidated damages exceed more than 10% of the total order price.

In case of cancellation of the Order/Service Level Agreement due to the above stated situations, the following consequences will entail:

I) In case the selected bidder fails to deliver the ordered hardware, software, services and FM resources as stipulated in the delivery schedule, the Bank reserves the right to procure these deliverable from alternate sources at the risk, cost and responsibility of the selected bidder with the capping of 125% of the original quoted cost for such deliverable as per commercial bid.

II) If the bidder does not perform satisfactorily or delays execution of order, the Bank reserves the right to get the balance order executed by another party of its choice by giving 30 days' notice for the same. In this event the bidder is bound to make good with the capping of 125% of the original quoted cost for such deliverable as per commercial bid, which the Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.

III) The Bank reserves the right to recover any dues payable by the bidder under the contract from any amount outstanding to the credit of the bidder, including the bills and /or invoking the Bank Guarantee under this purchase order.

IV) In case of cancellation of order, any advance payments (except payment against ATS) made by the Bank to the Vendor for implementation of project, would necessarily have to be returned to the Bank, if bidder fail to return such payment within 30 days, then vendor have to be returned amount to the Bank with interest @ 15% per annum , further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.

V) Vendor should be liable under this section if the contract/ purchase order has been cancelled in case sum total of penalties and deliveries exceeds 10% of the TCO.

VI) In case of order cancellation Bank will notify selected bidder with 90 days' notice period inclusive of 30 days cure period before cancellation of the Order. However, it is clarified that the notice should specifically contain that the 90 days period for

cancellation is inclusive of cure period of 30 days, if the Vendor fails to cure within 30 days time the notice for cancellation will become absolute.

27. Termination:

Bank shall have option to terminate/cancel this RFP at any stage without any prior notice. In following events Bank shall terminate this assignment or cancel any particular order if service provider:

- a) breaches any of its obligations set forth in this assignment or any subsequent agreement and such breach is not cured within thirty (30) Working Days after Bank gives written notice; or
- b) failure by Service Provider to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. or
- c) The progress regarding execution of the contract/ services rendered by the Service Provider is not as per the prescribed time line, and found to be unsatisfactory; or
- d) Supply of substandard materials/ services ; or
- e) Delay in delivery / installation / commissioning of services; or
- f) If deductions of penalty exceeds more than 10% of the total contract price; or

Bank may terminate this RFP or subsequent agreement on happening of following events:

- a) The vendor unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
 - b) A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the vendor and such appointment continues for a period of twenty one (21) days;
 - c) The vendor is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation.
 - d) Failure of the Bidder make good the situation within the remedy period
 - e) The selected Bidder commits a breach of any of the terms and conditions of the RFP / contract.
 - f) The selected Bidder becomes insolvent or goes into liquidation voluntarily or otherwise
 - g) An attachment is levied or continues to be levied for a period of 7 days upon effects of the tender.
 - h) Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process.
 - i) The vendor becomes the subject of a court order for its winding up.
- Notwithstanding above, in case of change of policy or any unavoidable circumstances Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving Service Provider at least 30 days prior notice in writing.

28. Effect of termination:

If bank terminate or cancel the assignment on the default mentioned in the termination clause, in such case Bank reserves the right to get the balance contract executed by another party of its choice. In this event, the Service Provider shall be bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the selection of a new service provider and for execution of the balance of the contract.

Immediately upon the date of expiration or termination of the Tender and subsequent Agreement, Bank shall have no further obligation to pay any fees for any periods commencing on or after such date.

Without prejudice to the rights of the Parties, upon termination or expiry of this Tender and subsequent Agreement, Bank shall pay to Bidder, within thirty (30) days of such termination or expiry, of the following:

- a) All the undisputed fees outstanding till the date of termination;
- b) Upon the termination or expiry of this Tender and subsequent Agreement:
- c) The rights granted to Bidder shall immediately terminate.
- d) Upon Bank's request, with respect to
 - (i) any agreements for maintenance, disaster recovery services or other third-party services, and any Deliverables not owned by the Bidder, being used by Bidder to provide the Services and
 - (ii) the assignable agreements, Bidder shall, use its reasonable commercial endeavors to transfer or assign such agreements and Bidder Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.
- e) Upon Bank's request in writing, Bidder shall be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Bidder to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated

29. Sub-Contracting:

Any type of formation of consortium, sub-contracting and joint assignments will not be allowed/ considered. Such proposals will be disqualified.

30. Commercial Evaluation:

The commercial evaluation will be done as per the commercial bids submitted by bidders. The Commercial Bids of the Technically Empaneled vendors will only be considered for commercial evaluation. The date and time of opening commercial bids will be informed to such technically empaneled vendors later.

The Technically Qualified bidder with the lowest Commercial Bid would be declared as L1. The bidder whose price bid is accepted (L1 bidder) will be referred to as “Selected Bidder” and the bank will notify the name of the Selected Bidder.

The envelope containing Commercial Offer should include only the commercial quote for the product offered as per the format enclosed. Please note that no other information other than the price & other information called for should be furnished.

31. Empanelment of vendor:

The lowest bidder will be selected as L1 vendor and order will be placed on the L1 vendor. The bidder/ OEM shall provide an undertaking that the Model offered & empaneled will be available & supplied during the period of the empanelment.

32. Right to Accept/Reject the Offer:

Bank reserves the right to accept or reject any offer submitted in response to this RFP and to annul the process at any time prior to placing of purchase order, without thereby incurring any liability to the affected vendor or any obligation to inform the affected vendors of the grounds for Bank’s action.

No columns of the tender should be left blank. Offers with insufficient information and Offers, which do not strictly comply with the stipulations given above, are liable to be rejected.

Bank may accept or reject, in full or in part, any or all the offers, without assigning any reason thereof whatsoever in writing.

The Bank will not be obliged to meet and have discussions with any bidder and / or to entertain any representations in this regard.

33. Integrity Pact:

Bank believes in total transparency, integrity and accountability in its functioning. As per the directions of CVC, Bank proposes to execute Integrity Pact with the bidder focused on enhancing transparency in its business transactions, contracts and procurement processes.

The bidder shall submit the bid/tender along with the “Integrity Pact”, as per *Annexure 9* on a non-judicial stamp paper of Rs.100/- along with the bid/tender document, duly signed on all pages and the details filled in properly. All pages of the Integrity Pact shall be signed by the same signatory who signs the bid document and has the authority on behalf of the C.E.O of the company he represents.

The non-judicial stamp papers are to be purchased in the name of the Bidder or Bank and the date of purchase should not be earlier than six months of date of execution.

The acceptance of Integrity Pact shall be unconditional and the bidder must not change any contents of the Integrity Pact. If the contents of the Integrity Pact are changed by the bidder, the bid will be rejected.

The bidder shall submit the Integrity Pact duly signed by the person(s) signing the bid. Bidders are required to clearly indicate the name and designation of the signatory (ies) as well as the name and address of the witnesses.

If the Bidder is a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.

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

34. Dispute Resolution, Governing Law and Jurisdiction:

All disputes and differences of any kind, whatsoever, shall be referred by either party (the Bank or the Bidder), after issuance of 30 days' notice on writing to the other, clearly mentioning the nature of the dispute/differences, to a single arbitrator, acceptable to both the parties, for initiation of arbitration proceedings and settlement of the disputes and differences strictly under the terms and conditions of this contract, executed between the Bank and the Bidder. The arbitration shall be governed by the provisions of the applicable Indian Laws. The award shall be final and binding on both the parties. The venue for arbitration shall be at Guntur, AP.

35. Force Majeure:

Notwithstanding the above provisions, the Successful bidder shall not be liable for penalty or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. 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 and epidemics. 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.

36. Confidentiality:

The RFP document contains confidential information proprietary to the Bank. The Bank is bound by an agreement of confidentiality and secrecy with regard to the dealings of all customers, particularly the borrowers. The selected Bidder shall take all precautions necessary to keep the information totally confidential and under no circumstances it will be disclosed to any third party or competitors. The Bidder shall render himself liable for disqualification/premature termination of contract apart from other legal action as may be warranted for any laxity on his part. The Bank is entitled to be indemnified by the Bidder for any loss/damage to reputation and / or for any breach of confidentiality. The information referred to shall include but not restricted to any and every information concerning the Bank and its customers which the Bidder comes to know only on account of his being associated with the Bank through the contract which the Bidder otherwise would not have had access to. The Bidder shall also not make any news release, public announcements or any other reference on RFP or contract without obtaining prior written consent from the Bank. Any reproduction of this RFP by Photostat/Electronic or any other means is strictly prohibited without prior consent of the Bank.

37. Important Points:

The Bid shall be submitted with following documents in the same sequence without which the tender will be summarily rejected. **All the pages in the respective bids should be serially numbered and signed by the authorized person.**

I) TECHNICAL BID COVER:

Technical Bid Annexures 1 to 13 (As applicable).

II) COMMERCIAL BID COVER:

Commercial Bid Format Form- A & B.

Dr. B V Ramana Rao
General Manager
Encl: As above

Annexure 1 - Compliance Certificate

To,
General Manager,
Chaitanya Godavari Grameena Bank,
Head Office,
3rd Floor, Raghu mansion.
4/1, Brodipet,
Guntur - 522 002

Dear Sir,

RFP Ref no. No 099/51/RFP/2022-23/07 Dt. 31/10/2022.

Subject: Declaration and Acceptance of Terms and Conditions and Confirmation of offer

The details submitted in this document are true and correct to the best of our knowledge and if it is proved otherwise at any stage of execution of the contract, Chaitanya Godavari Grameena bank has the right to summarily reject the proposal and disqualify us from the process.

We confirm having understood the entire bid process, contents of RFP with all its terms and conditions and undertake to abide by the terms and conditions. We have also understood that the Bank may add, alter, modify the terms and conditions and post the required information in its website under Tenders column and all such additions, modifications, alterations will form part of the RFP.

We hereby acknowledge and confirm having accepted that the Bank can at its absolute discretion apply whatever criteria it deems appropriate and fit, not just limiting to those criteria set out in the RFP, in short listing of bidders.

We confirm having met all the criteria set out for Bidder's eligibility including financial soundness. We also confirm that we are not blacklisted by any Government organization or Govt. agency or Banks in India There is no legal action against our organization for any cause in any legal jurisdiction, which will impose restrictions to the ability of the Bidder in carrying out its obligations under this RFP.

We confirm and warrant that key project personnel to be deployed in this project have been sufficiently involved in similar projects in the past.

Authorized Signatory with Seal

Date:
Place:

Annexure 2 - Bidder Constitution and Contact Profile**Company Profile**

1. Name of the Company:
2. Address of Registered Office / Head Office:
3. Phone Number (with STD Code):
4. Fax Number:
5. E-mail id:
6. Constitution (Public Ltd Co., / Pvt., Ltd., Co. / Partnership/ Proprietary Concern etc.):
7. Date of Establishment:
8. Name of Chief Executive:
9. Name of Contact Person and Phone No at Hyderabad:
10. Location of Factory, if applicable:
11. Line of Activity:
12. Date from which the product offered in the tender are marketed:
13. Products Developed / Serviced (Attach product literature)
14. Details of Quality Certifications Obtained for the Company & its Products, such as ISO-9001:2000 etc. (attach Photostat copies).
15. Total Number of Employees:

Authorized Signatory with Seal

Date:
Place:

**Request for Proposal (RFP) for Supply of hardware and software for Implementation,
Customization, Integration & Maintenance of Account Aggregator solution for a period of 5 years**

Annexure 3 - Financial Details of the Company
(To be included in Technical Bid Envelope)

(In Rs in Lakhs)

Financial Year	2019-20	2020-21	2021-22
Audited (A) / Provisional (P)	(A)	(A)	(A)
Paid up Capital			
Tangible Net Worth			
Total Assets			
Total Sales (net of excise)			
PBDIT			
Profit after Tax			

Attach annual reports / duly audited financial statements for the latest three financial years.

Date:
Place:

Signature of Authorized Official with Seal

**Request for Proposal (RFP) for Supply of hardware and software for Implementation,
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Annexure 4 -Bidder's Support Centre

Number of Offices within India:

Total Number of Offices:

Furnish information about Support Centers

Sl. No.	City / State	Address	Name of Person In-charge and Phone No	No. Of Qualified Support Engineers & their qualifications	Whether adequate trained Manpower, knowledge base & stock of spares available for support

Date:
Place:

Signature of Authorized Official with Seal

**Request for Proposal (RFP) for Supply of hardware and software for Implementation,
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Annexure 5 - Credentials: Projects handled by bidder

(Multiple sheets to be used to provide reference site details)

Details of Account Aggregator projects implemented and maintained by the Bidder			
REFERENCE SITE DETAILS:	1	2	3
Organization details			
Contact person details with address, phone numbers (Land / Hand), email id.			
Details of the project			
Broad outline of architecture			
Platform details			

Date:
Place:

Signature of Authorized Official with Seal

Request for Proposal (RFP) for Supply of hardware and software for Implementation, Customization, Integration & Maintenance of Account Aggregator solution for a period of 5 years

Annexure-6 - Eligibility Criteria

S No	Pre-qualification Criteria		Compliance (yes/No)
1	The bidder should be a Public or Private Limited Company/Partnership firm/ Sole proprietary concern in existence for a minimum period of five years as on this date of RFP	1. Certificate of Incorporation issued by Registrar of Companies along with 2. Copies of Memorandum of Association 3. Copies of Articles of Association 4. Shareholding pattern 5. PAN, TAN, GSTIN Certificate and any other tax related document if applicable is required to be submitted along with the eligibility bid.	
2	The proposed Account Aggregator Solution should have been implemented by bidder/ TSP successfully in at least one Scheduled Commercial Bank/Notable BFSI whose business is not below the Bank's business as on 30.09.2022, in India in last three years.	Documentary evidence with relevant copies of Purchase Order/SLA along with Completion Certificates / Installation Reports / Project Sign-Offs, payment invoices in the last three years including names of clients with Phone and Fax numbers, E-Mail IDs etc.	
3	The bidder should be Sahamati empaneled /listed Technology Service Provider (TSP) for the Account Aggregator Ecosystem as on the date of this RFP.	Documentary evidence to be submitted by the bidder.	
4	The Annual Sales Turnover shall not be less than Rs.5 Crores for the last 3 years.	As per Annexure-3 certified by CA/Auditors	
5	The net worth of the Company shall be positive for the last three years OR shall be earning profits for the last three years.	As per Annexure-3 certified by CA/Auditors	
6	The bidder must not have been black listed by any Government organization or Govt. agency or Banks in India.	A self-declaration signed by the authorized Signatory to be enclosed as per Annexure.	
7	Bidders, who have not satisfactorily completed any of the earlier contracts with Bank, will not be eligible for participation in this tender.	A self-declaration signed by the authorized Signatory to be enclosed	

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8	In this RFP either authorized representative / distributor / dealer in India on behalf of Principal OEM (Original Equipment Manufacturer) or Principal OEM itself can bid but both cannot bid simultaneously. In such case OEM bid will only be accepted. If an agent / distributor submits bid on behalf of the Principal OEM, the same agent / distributor shall not submit a bid on behalf of another Principal OEM in the same tender for the same item or product.		
9	The service provider must comply with all the above mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Documentary Evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with references. Undertaking for subsequent submission of any of the required document will not be entertained under any circumstances. However, the Bank reserves the right to seek clarifications on the already submitted documents. Non-compliance of any of the criteria will entail rejection of the offer summarily. Any decision of the Bank in this regard shall be final, conclusive and binding upon the bidder.		

Date:
Place:

Signature of Authorized Official with Seal

Request for Proposal (RFP) for Supply of hardware and software for Implementation, Customization, Integration & Maintenance of Account Aggregator solution for a period of 5 years

Annexure 7 Technical Specification/Compliance

Sl. No	Descriptions/Specifications	Compliance (Yes/No)
	<u>Architecture</u>	
1.	The proposed solution should support on-premise DC & DR.	
2.	The proposed Solution should have user friendly interface for customers as well as for the branches.	
3.	The proposed solution should provide comprehensive platform for AA integration as FIU & FIP both, execution and monitoring	
4.	Add or remove pre-built or custom policies at runtime with no downtime	
5.	The proposed solution should have facility to test APIs directly from the web console	
6.	The proposed solution should allow each business unit in an organization to publish, consume and manage its APIs on a single, centralized portal	
7.	The proposed solution should automatically create interactive documentation from industry-standard WADL/RAML/Swagger files	
8.	The solution should support for inbound messages and outbound message	
9.	The solution should support a portal content management for ease of monitoring	
10.	In order to communicate with legacy systems, the solution should support standard transformations (i.e. XML to JSON, JSON to XML, SOAP to REST, REST to SOAP).	
11.	The proposed solution should be able to support existing APIs/call existing Web-services as XML OVER HTTP at DMZ level with use of customized adapters etc. And any new upcoming APIs/Web-services as XML OVER HTTP at DMZ level	
12.	The proposed solution should be able to publish APIs to external consumers and partners, as well as to internal users	
13.	The solution should generate plugging in key servers for application registration, token generation & token validation	
14.	Support for Mapping between HTTP/HTTPS and other protocols	

Request for Proposal (RFP) for Supply of hardware and software for Implementation, Customization, Integration & Maintenance of Account Aggregator solution for a period of 5 years

15	The solution should be horizontally scalable without any extra cost to the Bank	
16	The solution should have the facility to create custom fields in order to capture additional information about an API application	
17	The solution should have workflow for life cycle governance of APIs in UAT/Sandbox/Production environments with ability to implement user approval based publishing	
18	The solution should support API throttling, quota and rate limiting for both single node & cluster wide	
19	The solution should have the ability to set quotas and rate limits per developer account	
20	The solution should manage API traffic prioritization	
21	The solution should manage API response caching	
22	The proposed solution should include a rich set of metrics/dashboards for API traffic monitoring	
23	The proposed solution should support concurrent processing (multiple instances) and dynamic and intelligent routing to backend service instances	
24	The solution should support both modern security standards including OAuth, JWT, OpenID Connect, PKI, X.509 certificates, LDAP, HTTP basic, digest, SSL client-side certificate authorization etc.	
25	The proposed solution should Passed rigorous vulnerability tests, and integrates with any popular IAM system with support for OAuth and RADIUS	
26	The solution should be able to integrate with STS issuer	
27	The solution has the ability to generate an API certificate/key/token	
28	Configure Single Sign-On (SSO) using SAML 2.0 for easy integration with existing web apps	
29	The proposed solution should track system for failed authentications and/or violations to identify and analyze patterns and potential threats	
30	The solution should support JSON configuration-based validation/manipulation: JSON Transformation (to/from XML), JSON Path Execution, JSON Schema validation, JSON document threat protection	
31	The solution should provide filtering facilities for sensitive/confidential data and take actions accordingly	
32	The solution should support content/data validation using XML Schemas, XPath JSON Schemas, JSON Path, regular expressions and string comparisons	
33	The solution should support End user notifications over email/SMS/etc. The proposed solution should help with effective Governance and control all APIs by supporting branching of API Policies, global API policies, API	

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	policy debug tracing, real time API Policy validation	
34	The solution should provide Policy configuration which require no coding of any kind	
35	The solution should automate API migration across environments along with automatically resolving dependencies	
36	The solution should support system level monitoring/alerting/auditing/logging	
37	The solution should be capable of validating DoS (Denial of Service) attack, SQL injection and payload size restriction for JSON/XML	
38	The proposed solution should be able to track/monitor API performance as a whole and at each layer/operation separately	
39	The proposed solution should have facility for a centralized/comprehensive portal that allows enterprises to engage, onboard, educate, and manage internal or external developers, publish APIs for consumption by end users and provide insights into API usage/performance	
40	The solution should support alert notification over SNMP, email and HTTP Post	
41	The solution should support generating reports like API throughput report, utilization report, and usage report against assigned quota	
42	The solution should have the facility to integrate with an existing enterprise reporting system	
43	The proposed solution should help in building custom-build reports like API usage trend reports, most used APIs, latency report	
44	The solution should support JSON/XML conversions and message compression	
45	The proposed solution should support caching for certain API requests to decrease the load on backend server	
46	The proposed solution should support monetization	
47	The proposed solution should be able to handle time based user consents.	
48	The data flow should be in encrypted form.	

Authorized Signatory

Place:
Date:Name & Designation
Business Address

Annexure 8 - Non - Disclosure Agreement Format
(To be printed on Stamp Paper & To be included in Technical Bid)
Strictly Private and Confidential

To,
The General Manager,
Chaitanya Godavari Grameena Bank,
Head office,
3rd Floor, Raghu mansion,
4/1 Brodipet, Guntur - 522 002

Dear Sir,

Date:

RFP Ref. No.099/51/RFP/2022-23/07, Dt. 31/10/2022

Confidentiality Undertaking

We acknowledge that during the course of the Engagement for Request for Proposal (RFP) for Supply of hardware and software for Implementation, Customization, Integration & Maintenance of Account Aggregator solution for a period of 5 years we shall have access to and be entrusted with Confidential Information. In this letter, the phrase "Confidential Information" shall mean information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise), whether oral or written, relating to Chaitanya Godavari Grameena Bank and its business that is provided to us pursuant to this Agreement.

In consideration of the bank making Confidential Information available to us, we agree to the terms set out below:

1. We shall treat all Confidential Information as strictly private and confidential and take all steps necessary (including but not limited to those required by this Agreement) to preserve such confidentiality.
2. We shall use the Confidential Information solely for the preparation of the Engagement and not for any other purpose.
3. We shall not disclose any Confidential Information to any other person or firm.
4. We shall not disclose or divulge any of the Confidential Information directly or indirectly to any other client of ours.
5. We shall seek the bank's prior written consent to disclose the information, except in cases where such disclosure is required by any rule or requirement of law or any regulatory authority with which we are bound to comply
6. This Agreement shall not prohibit disclosure of Confidential Information:
 - i. To our employees who need to know such Confidential Information to assist with the Engagement and in the review processes
 - ii. To our professional advisers for the purposes of our seeking advice. Such professional advisors will be informed of the need to keep the information confidential.

Request for Proposal (RFP) for Supply of hardware and software for Implementation, Customization, Integration & Maintenance of Account Aggregator solution for a period of 5 years

7. This Agreement shall not apply to Confidential Information that:
 - i. Is in the public domain at the time it is acquired by us
 - ii. Enters the public domain after that, otherwise than as a result of unauthorized disclosure by us
 - iii. Is independently developed by us.
8. This Confidentiality Agreement shall continue for two years after the completion of the engagement unless and to the extent that the bank may release it in writing.
9. We acknowledge that the Confidential Information will not form the basis of any contract between the bank and us.
10. We warrant that we are acting as principal in this matter and not as agent or broker for any person, company, or firm.
11. We acknowledge that no failure or delay by the bank in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege.
12. This Agreement shall be governed by and construed in accordance with Indian laws and any dispute arising from it shall be subject to the exclusive jurisdiction of the Indian courts.

We have read this Confidentiality Undertaking carefully and confirm our agreement with its terms.

With kind regards

Yours sincerely

Authorised Signatory:

Name:

Title/position:

Date:

Company Seal:

Duly authorised for and on behalf of

Annexure 9**PRE CONTRACT INTEGRITY PACT**

(Printed on Stamp Paper)

Chaitanya Godavari Grameena Bank hereinafter referred to as "The Principal", and
hereinafter referred to as "The Bidder/
 Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for
The Principal 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 Bidder(a) and / or Contractor(s). In order to achieve these goals, the Principal will appoint Independent External Monitors(IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a. No employee of the Principal, 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 Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal 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 Principal will exclude from the process all known prejudiced persons.

(2) If the Principal 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 Principal will inform the Chief Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

i) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during 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 Principal'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 purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/ Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details 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.
- e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(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 in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process. The firm will be banned from all future business dealings also.

Section 4 - Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal 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 Bidder 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 Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

Section 6 - Equal treatment of all Bidders/ Contractors

1. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
2. The Principal 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)

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

Section 8 - Independent External Monitor

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. 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/her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Chairman, Chaitanya Godavari Grameena Bank
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The contractor will also grant the Monitor, upon his/her request and

demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Sub-contractor(s) with confidentiality. The monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform chairman, Chaitanya Godavari Grameena Bank and recuse himself/herself from that case.
5. The Principal 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 Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal 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.
7. The Monitor will submit a written report to the Chairman, Chaitanya Godavari Grameena Bank within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the Chairman Chaitanya Godavari Grameena Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman Chaitanya Godavari Grameena 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.
9. The work '**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. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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 Chairman of Chaitanya Godavari Grameena Bank.

Section 10 - Other Provisions

This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Guntur.

1. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

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2. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
3. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
4. Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
5. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)
(Office Seal)

(For & On behalf of Bidder/Contractor)
(Office Seal)

Place :

Date :

Witness 1:

(Name &Address)

Witness 2 :

(Name &Address)

Annexure 10**Articles of Agreement**

This Agreement (the "Agreement") is entered into this _____ day of _____ 2022 at Guntur.

BY AND BETWEEN

Chaitanya Godavari Grameena Bank having its Head Office at Guntur (hereinafter called "Bank") of the one part and _____ (hereinafter called "the Vendor/contractor/Bidder", which expression shall unless excluded by or repugnant to the context deemed to include its successor/s in office or permitted assigns) of the other part.

And Whereas

- a. The Bank has floated RFP for Selection of Vendor for Request for Proposal (RFP) for Supply of hardware and software for Implementation, Customization, Integration & Maintenance of Account Aggregator solution for a period of 5 years dated _____ and subsequent addendum there to (herein after together referred to as RFP)
- b. In response to RFP the vendor amongst others had submitted its technical and commercial bid for proposed solution to bank, for which bid was opened on _____ and subsequently the vendor has submitted proposal for implementation of AA solution on _____ (Hereinafter referred to as proposal).
- c. The Bank has accepted the afore mentioned proposal vide its letter dated _____ there by awarding the contract to the vendor.
- d. The Vendor has furnished the requisite Performance Guarantee on _____
- e. The Contract having come into force w.e.f _____, the parties now wish to sign this formal agreement in terms of the contract already awarded vide letter dated _____ 2022 which is already under execution.

Now therefore it is hereby agreed /acknowledged by the parties as follows

1. The following documents attached hereto to form an integral part of this agreement.

- A. RFP Dated _____ along with addendums duly signed by the vendor
- B. Commercial Bid along with bill of material for software, licenses, middleware and hardware by vendor
- C. Bank's Purchase Order dt _____ for acceptance of work/contract/conditions and acceptance from _____ dt _____

2. The mutual rights and obligations of Bank and the Vendor, Scope, Payment Terms, etc. shall be as set forth in the aforementioned documents.

3. The aforementioned documents shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively contained in the said conditions.

4. The agreement and documents mentioned herein shall form the basis of this Contract.

5. The Bank reserves to itself the right of altering the quantum of the work by adding to or omitting any items having portions of the same carried out without prejudice to this Contract.

6. Time shall be considered as the essence of this Contract and the Vendor/contractor hereby agrees to commence the work soon after the issue of formal purchase order and to complete the entire work within 10 weeks from the date of purchase order.

7. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Guntur and only Courts in Guntur, Andhra Pradesh shall have jurisdiction to determine the same.

8. That the several parts of this contract have been read by the Vendor/contractor and fully understood by the Vendor/contractor.

IN WITNESS WHEREOF the Bank and Vendor/contractor have set their respective hands to these presents and two duplicates hereof the day and year first herein above written.

IN WITNESS WHEREOF the Bank has set its hand to these presents through its duly authorized official and the Vendor/contractor has caused its common seal to be affixed hereunto and the said two duplicates hereof to be executed on its behalf, the day and year first herein above written.

SIGNATURE CLAUSE:

SIGNED AND DELIVERED BY the Chaitanya Godavari Grameena Bank by the hand
Of Shri _____

(Name and Designation) in the
Presence of _____

Address _____

Signed and sealed by the vendor/contractor by the hand of Shri

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(Name and Designation) in the
Presence of _____

Address _____

Annexure 11
Undertaking for not being Black Listed
(To be submitted on bidder's letter head)

To,
The General Manager
Chaitanya Godavari Grameena Bank
Head Office, 3rd Floor, Raghu Mansion
4/1, Brodipet, Guntur

Date:

We _____ (bidder name), hereby undertake that

- We have not been blacklisted at any time by the Central/ any of the State Governments in India or any Financial Institution in India.
- We also undertake that we were never involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank.

Yours faithfully,

Authorized Signatories

(Name, Designation and Seal of the Company)

Annexure -12 Authorization letter from OEM certifying Channel Partner/ Authorized Dealer

(This format has to be issued by Original Equipment Manufacturer on their Letter Head duly signed by authorized signatory/ies)

To,
The General Manager
Chaitanya Godavari Grameena Bank
Head Office, 3rd Floor, Raghu Mansion
4/1, Brodipet, Guntur

Date:

Dear Sir,

RFP Ref. No.099/51/RFP/2022-23/07, Dt. 31/10/2022

We hereby certify that M/s. (Name & Address) is an Authorized Channel Partner/ Authorized Dealer (Strike out the not applicable) for Supply, installation, support and maintenance of Software /Hardware supplied by our company for the last (Specify) years. Further, we certify that the Authorized Channel Partner/ Authorized Dealer ship agreement with M/S is in force and is valid up to (Specify Period).

Further, we hereby certify that M/S is authorized to participate in the tender process for supply and implementation of proposed solution on our behalf and submit bids. We undertake to honor the Warranty and AMC terms & conditions as per the tender documents independent of continuation of the channel partnership / authorized dealership arrangement with M/S

We hereby undertake that the Model offered & empaneled will be available & supplied during the currency of the empanelment. Further, we confirm that the undersigned is authorized to issue this letter.

Yours Faithfully,

(Name, Designation, Address, Phone Number of the
Authorized Signatory with Company Seal)

ANNEXURE-13**FORMAT OF PERFORMANCE BANK GUARANTEE**

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

To

The Chairman,
Chaitanya Godavari Grameena Bank,
Head Office, Raghu Mansion,
4/1, Brodipet,
GUNTUR - 522002.

Whereas (Name and address of the selected vendor) (hereinafter referred to as “the vendor”) has undertaken for supply, installation, testing and commissioning of Passbook Printers at branches/controlling offices of Chaitanya Godavari Grameena Bank sponsored by Union Bank of India as per the purchase orders issued vide Lr.No.099/51/RFP/2022-23/___ dated _____ (hereinafter referred to as “the purchase orders”)

And whereas in terms of the Conditions as stipulated in the purchase orders, the Vendor is required to furnish, a Bank Guarantee by way of Performance Guarantee, issued by a Scheduled Commercial Bank in India, in your favour, to secure due and satisfactory compliance of the obligations by the vendor on their part, in accordance with the contract, (which guarantee is hereinafter called as “the Performance Guarantee”)

And whereas the vendor has approached us, (Name of the issuing Bank) for providing the Performance Guarantee,

And whereas in consideration of the fact that the vendor is our valued constituent and the fact that he has entered into the CONTRACT with you, WE (Name of the Bank) having our Registered Office at, _____ and local office at _____, India have agreed to issue the Performance Guarantee,

Therefore, we (Name of the issuing Bank) through our local office at _____ India furnish you the Performance Guarantee in manner hereinafter contained and agree with you as follows:

We (Name of the issuing Bank), undertake to indemnify you and keep you indemnified from time to time to the extent of Rs._____/ - (Rupees _____ only) an amount equivalent to 3% of the Contract

Value against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the vendor of any of the terms and conditions contained in the purchase orders and in the event of the vendor default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs. _____/- (Rupees _____ only) claimed by you on account of breach on the part of the vendor of their obligations in terms of the Contract.

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

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

Should it be necessary to extend Performance Guarantee on account of any reason whatsoever, we undertake to extend the period of Performance Guarantee only on a request from the vendor till such time as may be required by your Bank.

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

aforesaid or extend the period of the guarantee beyond the said day of _____ unless expressly agreed to by us in writing.

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

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

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

Any notice by way of request, demand or otherwise hereunder may be sent by registered post to the Bank addressed as aforesaid and if sent by registered post, it shall be deemed to have been given at the time when it would be received and duly acknowledged by the bank at its counters.

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

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

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

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

Notwithstanding anything contained herein

Request for Proposal (RFP) for Supply of hardware and software for Implementation, Customization, Integration & Maintenance of Account Aggregator solution for a period of 5 years

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

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

Dated this _____ day of _____ 2022

For and on behalf of

Branch Manager

Seal

Address
Place

COMMERCIAL BID FORM-A

Place:

Date:

To
 The General Manager
 Chaitanya Godavari Grameena bank
 Head office, 3rd Floor, Raghu Mansion
 4/1, Brodipet
 Guntur - 522 002

Dear Sir,

Reg: Submission of Commercial Bid for Request for Proposal (RFP) for Supply of hardware and software for Implementation, Customization, Integration & Maintenance of Account Aggregator solution for a period of 5 years.

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Request for Proposal (RFP) for Supply of hardware and software for Implementation, Customization, Integration & Maintenance of Account Aggregator solution for a period of 5 years, in conformity with the said Bidding documents for the sum of Rs.....() or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, Request for Proposal (RFP) for Supply of hardware and software for Implementation, Customization, Integration & Maintenance of Account Aggregator solution for a period of 5 years in accordance with the delivery schedule specified in the Schedule of Requirements/ purchase orders issued from time to time.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to prescribed percent of the each of Purchase Order Price, placed on us, for the due performance of the Contract in the form prescribed by the Bank.

We agree to abide by the Bid and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid which shall remain binding upon us. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall 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 namely "Prevention of Corruption Act 1988". We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this..... Day of..... 2022

(Signature)

(Name) (in the capacity of)

Duly authorized to sign

COMMERCIAL BID FORM-B

Table I: Hardware Cost (AMOUNT IN Rs.)

SI No	Description	Qty (A)	Unit Cost with 3 years warranty (B)	Total Cost (C=AxB)	4 th year AMC Unit Cost (D)	5 th year AMC Unit Cost (E)	Grand Total Cost (F=C+D+E)	GST%
1			Data Centre (DC)					
	Server with Operating System							
	Other Hardware items-Please mention							
	Other Hardware items-Please mention							
	Other Hardware items-Please mention							
2			Data Recovery (DR) & UAT					
	Server with Operating System							
	Other Hardware items-Please mention							
	Other Hardware items-Please mention							
	Other Hardware items-Please mention							
	Total Cost (Table A)							

Table II : Software Cost for DC, DR & UAT(AMOUNT IN Rs.)

Sl. No	Description	Qty (A)	Unit Cost (B)	Total Cost (C=AxB)	2 nd year ATS Unit Cost (D)	3 rd year ATS Unit Cost (E)	4 th year ATS Unit Cost (F)	5 th year ATS Unit Cost (G)	Grand Total Cost (H=C+D+E+F+G)	GST%
1	Account Aggregator (AA) Solution with Perpetual Enterprise License with one year ATS	N.A.								
2	One Time Implementation Cost	N.A.								
3	Database Management System (DBMS) with one year ATS									
4	Other Software items with one year ATS- Please mention									
5	Other Software items with one year ATS - Pleasemention									
	Total Cost (Table B)									

Table III : Facility Management Cost(AMOUNT IN Rs.)

Sl. No.	Items	Qty (A)	Unit Cost Per Month (B)	Total Cost (C=AxBx60)	GST %
1	Facility Management Services (FMS) - For One resource to be available 365 days.	1			
2	Total Cost (Table C)				

Table IV : Total Cost of Ownership(AMOUNT IN Rs.)

Sl.	Items	Total Price without Taxes
1	Hardware Cost (Table I)	
2	Software Cost for DC, DR & UAT(Table II)	
3	Facility Management Cost (Table III)	
5	Total cost of ownership, TCO (Table I + Table II + Table III) (in figures)	
6	Total cost of ownership, TCO (Table I + Table II + Table III) (in words)	

- i. We hereby confirm that quotes mentioned in this commercial bid are strictly as per the format in RFP.
- ii. We also confirm that the above mentioned rates are accurate. In case of any anomalies in the calculation for arriving at TCO, the Bank will have the right to rectify the same as mentioned in the commercial evaluation process and it will be binding upon our company.
- iii. We have ensured that the price information is filled in the Commercial Offer at appropriate column without any typographical or arithmetic errors. All fields have been filled in correctly.
- iv. We have not added or modified any clauses / statements / recordings / declarations in the commercial offer, which is conditional and / or qualified or subjected to suggestions, which contain any deviation in terms & conditions or any specification.
- v. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
- vi. We hereby agree to abide by all the terms and conditions mentioned in the Bank's RFP and subsequent pre-bid and amendments.

Company Seal

Authorized Signatory

Date

Name & Designation:

Note:

- i. In case of discrepancy between figures and words, the amount in words shall prevail.
- ii. Present Rate of tax, if applicable, should be quoted in respective columns. The Bank will pay the applicable taxes for the above mentioned tax type ruling at the time of actual delivery of service/implementation and resultant billing. However, no other tax type will be paid. The Octroi / Entry Tax will be paid extra, wherever applicable on submission of actual tax receipt.
- iii. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
- iv. Please note that any commercial offer which is conditional and / or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so such offer will be summarily rejected.
- v. All prices should be quoted in Indian Rupees (INR) only.
- vi. The TCO (Total Cost of Ownership) will be exclusive of GST. However the GST and other applicable taxes will be paid as per actuals at the time of resultant billing.
- vii. Bank will not communicate with OEM / OSD for any queries.
- viii. The quantity mentioned above is only indicative and may change at the time of issuance of Purchase Order.