



REQUEST FOR PROPOSAL

**For System Integration of
hardware/software environment for
Senior Banker Information System software
and the Maintenance of the environment
and SBIS Software**

April 26, 2021

Notice Inviting Tender

Banks Board Bureau invites Offers (technical offer and commercial quotes in separate sealed cover) from interested and technically qualified firms for setting up the hardware/software environment and system integration of Senior Banker Information System (SBIS) and maintenance of the SBIS and its hardware/software environment including the database server.

The details are given below:

Schedule of Events:

Sr.	Particulars	Timeline
1.	Bid Event details	BBBU/Mumbai/Administration/2/21-22/ET/2[SI and AMC for SBIS]
2.	Name of RFP	Request for Quotes for installation, system integration and maintenance of Senior Banker Information System
3.	RFP Issuance Date	April 26, 2021 at 05:00 PM
4.	EMD	Nil.
5.	Date of Pre-bid Meeting	April 29, 2021 at 3:00 – 4:00 pm through VC mode. Details for joining the VC Room https://banksboardbureau.webex.com/meet/Room-2 Or Through Cisco WebEx Desktop / Mobile App by entering the meeting number 1666 200 867 Or Through a VC Desktop system by Dialling 210.4.202.4 and enter Meeting number 1666 200 867 Or Through a VC Desktop system by Dialling Room-2@banksboardbureau.webex.com
6.	Date and Time of Bid Start	April 30, 2021 at 11:00 AM
7.	Last Date of Submission Response (Closing Date) of RFP	May 10, 2021 till 11.00AM
8.	Mode of submission of bids	The submission of quotes by interested bidders in response to the Request for Proposal should be through MSTC portal only . (https://www.mstcecommerce.com/eproc/)
9.	Date of Opening of Technical Bid	May 11, 2020 at 11:00 am
10.	Date of Presentation by eligible bidders	May 12, 2021 from 11:00 am through Video Conference mode only
11.	Venue for presentation, pre-bid meeting & opening of bids	Online Through WebEx platform of Banks Board Bureau
12.	All correspondence related to this RFP should be sent to following email IDs	secretariat@banksboardbureau.org.in or rishabhgarg@rbi.org.in

Technical specifications, Terms and Conditions and various format and Performa for submitting the tender offer are described in the RFP Document and its Annexures.

Tender for Senior Banker Information System

Important instructions regarding e-tender

This is an e-procurement event of Banks Board Bureau. The e-procurement service provider is MSTC Limited. You are requested to read and understand the Notice Inviting Tender and subsequent Corrigendum, if any, before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid. All date is in DD/MM/YYYY format and time is in IST.

Process of E-tender:

A) Registration: The process involves vendor's registration with MSTC e-procurement **Common Portal** which is free of cost. Only after registration, the vendor(s) can submit his/her/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC/BBB is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: ALL BIDS, INCLUDING THE PRICE BID AND THE COMMERCIAL BID HAVE TO BE SUBMITTED ON-LINE ONLY AT <https://www.mstcecommerce.com/eproc/>

- 1). Vendors are required to register themselves online with **www.mstcecommerce.com**→ e-Procurement→Common Portal and Register as Vendor by filling up details and creating own user id and password→ Submit.
- 2). Vendors will receive a system generated mail confirming their registration in their email which has been provided while filling the registration form. In case of any clarification, please contact MSTC/BBB (before the scheduled time of the e- tender).

Contact person (MSTC):

Contact person (MSTC Ltd):

1. Mr. Sushil Nale, Asst. Manager – sushil@mstcindia.co.in Mobile-09987758460
2. Ms Archana, Asst. Manager- archana@mstcindia.co.in Mobile- 09990673698
3. Ms. Rupali Pandey, Executive- rpandey@mstcindia.co.in Ph- 022 22886268
4. Mr. Tejas V, Executive tejasv@mstcindia.co.in Ph-022 22822789 Google hangout ID- (for text chat)- mstceproc@gmail.com

Contact person (Banks Board Bureau):

1. Rishabh Garg (Asst. General Manager)
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**(Secretary)
Banks Board Bureau**

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1. Introduction & Purpose:

The Banks Board Bureau and State Bank of India have started the process of developing a web application titled "Senior Banker Information System" (SBIS). The system specifications and the architecture for the application are being finalized. SBI is the software solution provider (hereinafter called SSP) and Banks Board Bureau is the business owner (hereinafter called BO). There is, therefore, a need for a System integrator and Support party who shall undertake the installation and post-warranty maintenance of the hardware, operating system, network components, database, cloud services support including configuration of the test and production environment, firewall, security etc as per the requirements of the software solution architecture. At this stage, the SSP has requested that a System Integrator and Support team be engaged so that they shall be associated with the deployment and thereafter can takeover the code maintenance and upkeep of database.

2. Invitation

The bidders desirous of taking up the project for supply of above modules for The Bureau are invited to submit their proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at the Bureau's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide The Bureau the above modules as per The Bureau's requirement outlined in this RFP. The eligibility & technical bids will be evaluated first then commercial bids of the successful bidders will be opened and the contract will be awarded to L1. This RFP is not an offer by The Bureau, but an invitation to receive responses from the Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized official(s) of The Bureau with a selected Bidder(s).

3. Minimum Eligibility Criteria:

The Agency should be able to provide a qualified for undertaking this assignment. The Agency team would work closely with the Bureau. A confirmation letter from the Agency for being able to provide the qualified team should be attached. Details of the team dedicated / shared to the Bureau project should be provided.

Sr	Description	Document/Proof
1.	The agency should be registered with the Service Tax department and carry a valid PAN/TAN. Proof of the same must be submitted	Copy of GST Registration Copy of PAN / TAN Card
2.	Bidder should have a positive net worth during the last three financial years (2017-18, 2018-19 and 2019-20)	A certificate to this effect from Chartered Accountant in original must be submitted
3.	Declaration on account of IT services	Self-Declaration that the bidder has not been blacklisted any Central / State Government / Public Sector Undertaking in India

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4.	The methodology to execute the work in terms of design, brief on tools, technology to be used for system integration and maintenance including the qualifications of the proposed personnel to be assigned for the task	Document to be provided by the bidder
5.	Essential Knowledge and expertise, experience of website maintenance, management, No of employees, and office in India and abroad	Document to be provided by the bidder

Technical Bid of the bidders only who fulfil the eligibility criteria will be opened.

4. Qualification and Experience of the firm and of the key professional staff

4.1 Eligibility criteria for the firm/company/agency:

(Documentary proof to be provided against each criterion)

- I. Must be in active business for a minimum period of 3 years and have a positive net worth during the last three financial years (2017-18, 2018-19 and 2019-20 / 2020-21)
- II. Must have capability to deploy adequate personnel, if required.
- III. Must not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract.
- IV. Must not be black-listed by any Central / State Government / Public Sector Undertaking in India
- V. Organization may involve one more agency as partner only for meeting work experience and MoU for such must be submitted. However, the bidder can't change the consortium partner during the course of the study

4.2 Eligibility criteria for the personnel coordinating with The Bureau during portal development

(Documentary proof to be provided against each criteria)

- I. Must be an employee of the bidding company.
- II. Must have necessary experience of at least 2 years in the assignment as specified in the RFP.

5. Scope of Work:

- 5.1** The Banks Board Bureau and State Bank of India have started the process of developing a web application titled "Senior Banker Information System" (SBIS). The system specifications and the architecture for the application are being finalized. SBI is the software solution provider (hereinafter called SSP) and Banks Board Bureau is the business owner (hereinafter called BO). There is, therefore, a need for a System integrator and Support party who shall undertake the installation and post-warranty maintenance of the hardware, operating system, network components, database, cloud services support including configuration of the test and production environment, firewall, security etc as per the requirements of the software solution architecture. At this stage, the SSP has requested that a System

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Integrator and Support team be engaged so that they shall be associated with the deployment and thereafter can takeover the code maintenance and upkeep of database.

5.2 Objective of the RFP

The BO would like to host the SBIS web application as a microsite on the same cloud for ease of maintenance but is open to alternate options. It is the objective of the RFP to select the most suitable System Integrator (SI) for design and implementation of the hardware/software / cloudware platform for hosting the SBIS application and for Annual Maintenance Contract of the hardware / software / cloudware and the SBIS application.

The System integrator (SI) is required to install, test and commission the infrastructure. Post implementation, the SI is required to provide preventive and breakdown support for the infrastructure. All the activities mentioned here are to be completed within four weeks from the date of Letter of Award. The System Integrator is mandated to support the infrastructure and SBIS application for Three (3) years from the date of contract/ service agreement as per the required Service Levels.

5.3 Current Infrastructure

The BO has its office on lease from Reserve Bank of India at its Mumbai Central office. The BO has no servers or network components and works on the LAN provided by the RBI. The LAN is connected to internet through a lease line through a firewall managed by the RBI. There is a fireproof storage for offline backup. The BO has one website that is currently hosted on DigitalOcean cloud with My SQL database. The CMS enabled site is secured through SSL & Sucuri.

5.4 Technical Specifications: The bidder is expected to do the following works:

- i. Study the following System architecture for SBIS software as has been prepared by the SBI Team.

Activity	Description
Application Architecture	3 - tier & Internet facing
Development Stack	Spring boot 2.0, Boot strap, Hibernate
Operating System for App, Web and DB Servers	Windows - 2019 - 64 Bit
Application Server	Tomcat
Web Server	Tomcat
Database Server	My SQL / Azure SQL or other Cloud based services
Email Gateway	For integration with SBIS for authentication / messaging

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SMS Gateway	For integration with SBIS for authentication / messaging
APIs	REST

- ii. Suggest a cost effective and scalable hardware / software / cloud architecture for the SBIS.
- iii. Furnish details of the software / hardware / licensing requirements to the BO that will be procured by the BO.
- iv. Once the hardware / licenses / software has been obtained by the BO, the bidder shall undertake installation and configuration of the same, hardening of the system to secure it, prepare the Database, the Web Services, DNS configuration, SSL certificates etc required to host and operate the SBIS.
- v. Maintain the software / hardware environment for the period of the contract.
- vi. Take regular backups and periodically test the backups of the entire system.
- vii. Maintain an uptime of 99% of the SBIS.

The entire production environment including security of database, webserver and its components shall be approved Bureau y before finalisation. Only on due satisfaction of the functioning of the portal by the Bureau, conveyed in writing, the same can be deemed as completed.

6. General Instructions:

- The performance of environment (webserver, database server, sms/email gateways, etc) should be implemented in such a way so that its load time does not exceed 3 seconds and it should be able to handle large number of concurrent users with ease.
- It is to be noted that the SBISB will undergo future developments and enhancement activities and various portals will be integrated with the website. The SI shall ensure that the implemented system shall have scalability and compliance to standards for the purpose.
- The SBIS shall have the following features. The application environment should therefore comply with following guidelines/standards/Security Measures:
 - a) Cert-in Guidelines about Database, Network, Firewall, Security. Antivirus etc.(as applicable, guideline available at <http://www.cert-in.orq.in/>)
 - b) Information Technology Act 2000 and subsequent amendments related to Hardware, Software and Data centre/DR Services.
 - c) RBI/NIC/Govt. of India Guidelines regarding localisation of Data centre Services. These guidelines among other cover the following aspects for Data centre Services:
 - Network security
 - Hosting security
 - Website and other Applications security

- Database security
 - Logging and Backup policies
 - Physical security
 - Disaster Recovery Site
 - Security Audit
 - Penetration Testing
 - Incident Handling and Recovery
- f) Ability to deal with any unwanted security threat or hacking attempt should be taken on high priority and dealt with immediate effect.
- g) The Environment should be guarded against all vulnerabilities, including but not limited to OWASP top 10 attacks, file integrity check and necessary security features to be built for securing the site from hacking.
- h) As the SBIS is being design to function under the regulations/ recommendations of regulatory authorities such as — CERT-In, & RBI, etc., the Bidder shall have to address all issues/ security related threats/ vulnerabilities notified to the Bureau by these institutions and fix/ resolve them to the satisfaction of these institutions/ Bureau.
- i) The portal and support infrastructure may be periodically audited by the security auditors appointed by Bureau. The audit scope can include source code, vulnerability assessment, penetration test and related infrastructure. The Successful Bidder will facilitate the audits, fix/ rectify all the vulnerabilities unearthed by the security auditors without any cost to the Bureau.
- j) Any security breach identified must be informed to Bureau immediately and attended instantly to protect interest of the Bureau. Selected vendor would be responsible for providing fix to the problem in consultation with Bureau (both the bank's) security team.
- k) Any such incidence should be followed by Root Cause Analysis (RCA) and audit of the system.
- l) The proposed solution should implement IP Version 6 (IPv6) with backward compatibility with current IP version 4 (IPv4).
- m) Backup/Restoration Services.
- n) Some of the popular know attacks against which the protection is required are :
- ✦ DoS/DDoS/LDoS/PDoS
 - ✦ Intrusion prevention systems (IPS)/ intrusion detection and prevention systems (IDPS)
 - ✦ Teardrop
 - ✦ Peer-to-peer
 - ✦ Flooding
 - ✦ Sniffing
 - ✦ Nuke
 - ✦ Smurf
 - ✦ Sock stress
 - ✦ Slow Read and many more
- q) The bidder shall take steps to prevent unauthorized access to data and contain malicious activities directed at the Bank's website through the Internet or otherwise.

6.1 SSL Certification:

- The bidder should be a partner of the OEM, whose SSL product it intends to use.
- Information broacher /product catalogue must be attached with the quotations clearly indicating the product quoted for.

Vendors are expected to offer solutions covering all the functionality as mentioned in this RFP document. Incomplete responses are liable for disqualification.

The Bureau expects to receive Eligibility, Technical and Commercial bids for the above mentioned functionalities in separate covers. In no case the bids should be submitted together in one cover.

6.2 Preparation of proposal

Quotes (Part I & Part II) shall be submitted through e-Quotes portal of MSTC. **Part-I** or Technical details of the Quotes will contain the standard technical and commercial conditions for the proposed work, covering letter, additional conditions, if any. **Part II** of the Quotes shall contain the financial bids only. The financial proposal shall be considered all expenses excluding all chargeable taxes. For the avoidance of doubt, it is clarified that all taxes including GST charges shall be deemed to be included in the cost of service. Further all payment shall be subjected deduction of taxes at source as per applicable laws. Bidders should express the price of their services in Indian rupees only. Format for financial proposal is enclosed as **Annexure-3**.

6.3 Submission of Proposal:

- i. Quotes (Part I & Part II) shall be submitted through e-Quotes portal of MSTC. Part-I or Technical details of the Quotes will contain the standard technical and commercial conditions for the proposed work, covering letter, additional conditions, if any. Part II of the Quotes shall contain the financial bids only.
- ii. The Proposals must be submitted online only as indicated in the Data Sheet and not later than the time and the date indicated in the Data Sheet. Any proposal received by post / hand delivered shall be returned unopened against acknowledgement by Registered AD post/ courier.
- iii. Except for the Part 2, all other documents shall be opened immediately after the deadline for their submission is over. The Financial Proposals shall remain secured and encrypted on the MSTC portal.
- iv. BBB shall not be responsible for security/ integrity of the documents if the documents are not uploaded as stipulated. This circumstance may be a case for rejection of proposal. If the Proposal is not submitted in separate parts as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

7. Evaluation and Selection Procedure:

Stage 1:

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- Compliance with the pre-qualification criteria given in Section 4 will be evaluated first.
- The technical bids of those bidders who do not fulfil the pre-qualification criteria will not be evaluated and will be disqualified.

Stage 2:

Only the technical proposals considered as technically responsive would be evaluated based on the bidder's capabilities, experience, approach and methodology and the CV's of the proposed personnel and the scores would be given (out of 100). To assist in the scrutiny, evaluation and comparison of offers, the Bureau may, as its discretion, ask some or all bidders for technical clarification/presentation of their offer.

S.No	Criteria	Score
1	Company Background and prior Experience in the similar assignment	20
2	Methodology, Work Plan and Understanding of TOR	40
3	Key professional staff qualifications and competence for the assignment/job.	20
4.	Infrastructure details for Hosting	20
Total		100

Stage 3:

- A. All the bidders / applicants whose bids are found to be qualified in quality evaluation shall be considered for financial evaluation. All bidders securing 75 or more in the technical score (hereinafter called "Qualified Bidders") shall be eligible for the Financial Proposal evaluation.
- B. The Bureau shall notify those agencies/firms/institutions, through email, whose proposals did not meet the minimum qualifying standard or were considered nonresponsive to the RFP and/or TOR, indicating that their financial proposals will not be opened.
- C. The Bureau shall simultaneously notify the agencies/firms/institutions, through email, that have successfully satisfied the qualifying standard and indicate the date and time set for opening the financial proposals within one week after the notification date.
- D. The financial proposals shall be opened for the technically qualified consultants who choose to attend. The name of the consultant, the quality

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scores, and the proposed prices shall be automatically transmitted by email when the financial proposals are opened.

E. If there are conditions attached to any financial proposal, which shall have bearing on the total costs as indicated in the proposal, the Tender opening officials shall reject any such proposals as non-responsive financial proposal.

F. The financial proposals will be ranked in terms of their total evaluated cost. The least cost proposal will be ranked as L-1 and the next higher and so on will be ranked as L-2, L-3 etc. The least cost proposal (L-1) will be considered for award of contract. The committee will put up a report on financial evaluation of the technically qualified consultants to the competent final authority along with the recommendation that the least cost proposal (L-1) can be approved / invited for negotiation and for final award of contract.

8. Period of the Contract:

a. **Effective date of Start of Contract:** The effective date of start of contract will be reckoned from the date of launching and acceptance of the portal by the Bureau.

b. **Period of Contract:** The period of contract will **3 years** form the date of launching and acceptance of the portal by the Bureau.

9. Clarifications & amendments

- If deemed necessary the Bureau may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substance of the bid already submitted or the price quoted. The bidder may be asked to give presentation for the purpose of clarification of the bid.
- Bidder is required to direct all communications for any clarification related to this RFP to the Bureau's official mentioned in this document. All questions relating to the RFP, technical or otherwise, must be in writing and addressed to the following address.

Postal Address:

The Secretary

Banks Board Bureau

4th floor, RBI Office Building

Byculla, Opposite Mumbai Central Station

Mumbai Central

Mumbai - 400 008

E-mail Address: secretariat@banksboardbureau.org.in

- Interpersonal communications will not be entered into and a Bidder will be disqualified if attempting to enter such communications. All queries /clarifications requested must be addressed in the format as per Annexure-4 only.

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- The bidder must communicate the same in writing in 1 day prior to pre-bid meeting scheduled date. The Bureau will try to reply, without any obligation in respect thereof, every reasonable query raised by the bidders in manner specified. However, the Bureau will not answer any communication initiated by the bidders later than the above time limit.
- However, the Bureau may in its absolute discretion seek additional information or material from any Bidders after the RFP closes and all such information and material provided must be taken to form part of that Bidder's response.
- Bidders should invariably provide details of their valid email address (es) as responses to queries will only be provided to the Bidder via valid email. Bureau reserves the right to communicate such response to all Bidders.
- The Bureau may in its absolute discretion engage in discussion with any Bidder (or simultaneously with more than one Bidder) after the RFP closes to clarify any response.
- All queries that are received on or before the date mentioned for pre-bid meeting shall be addressed during the meeting and included in the minutes that will be uploaded on the MSTC portal and published on the Bureau's website.
- At any time prior to the deadline for submission of bids, The Bureau may modify the bidding document by amendment.
- Any clarification issued by The Bureau will be in the form of an addendum/ corrigendum and will be uploaded on the Bureau's website as well on the MSTC portal. The amendment will be binding on all bidders. The Bureau, at its discretion may extend the deadline for submission of bids in order to allow prospective bidders a reasonable time to take the amendment into account or prefer to retender without scribing any reason, whatsoever.

10. Date of Bid Expiration

Due to the nature of the evaluation process and approval activities that may occur, proposals must be valid for a minimum of **120 days** from the last date of proposal submission.

11. Cost of Proposal

The agency shall bear all costs associated with the preparation and submission of its bidding document, including cost of presentation for the purposes of clarification of the bid, if so desired by the purchaser. The Bureau will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the qualifying process. The Bureau reserves the right to cancel the RFP and is not liable for any outcome due to the action taken.

12. Contents of the RFP

The agency/firm/institution is expected to examine all instructions, forms, terms & conditions and Statement of Work in the RFP document. Failure to furnish all information required for submission of the bids not substantially responsive to the RFP in every respect will be at the agency's/firm's/institution's risk and may result in the rejection of the bid.

13. Bid Integrity

Wilful misrepresentation of any fact within the Bid will lead to the cancellation of the bid/contract without prejudice to other actions that Bureau may take. All the submission, including any accompanying documents, will become property of The Bureau. The bidders shall be deemed to license, and grant all rights to the Bureau to reproduce the whole or any portion of their solution for the purpose of evaluation, to disclose the contents of submission to other bidders and to disclose and/ or use the contents of submission as the basis for RFP process.

14. Format and signing of bid

The bidder should prepare submission as per minimum eligibility criteria, Technical Bid, Commercial Bid and other requested information.

All pages of the Scanned Bid document should be serially numbered and shall be signed by the authorized person(s) only. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page except for an un-amended printed literature. The bidder should submit a copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.

Any interlineations, erasures or overwriting shall be valid only if the person(s) signing the bid sign(s) them.

15. Last Date Of Receipt Of Bids

May 10, 2021 at 11:00 am

16. Late Submission of Bids

No late submissions are permitted.

17. Modification and Withdrawal Of Bids

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity. However, bidder can withdraw the bids before opening of the bids

18. Authorized Signatory

The "Authorized Signatory" as used in the bid shall mean the one who has signed the RFP document forms.

The authorized signatory should be the duly Authorized Representative of the agency /firm/institution, for which a certificate of authority will be submitted. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the authorized signatory. The power of authorization or any other document consisting of adequate proof of the ability of the signatory to bind the agency/firm/institution shall be annexed to the bid. The Bureau may reject outright any proposal not supported by adequate proof of the signatory's authority.

19. Contact details of the Agencies

The Bids prepared by the agency and all correspondence and documents relating to the bids exchanged by the agency and the Purchaser, shall be

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written in the English language, provided that any printed literature furnished by the agency may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

20. Other Terms and Conditions

20.1 Power of Attorney

Registered Power of Attorney executed by the agencies in favour of the Principal Officer or the duly Authorized Representative, certifying him/her as an authorized signatory for the purpose of this RFP. The Bureau shall not be responsible for non-receipt / non-delivery of the Bid due to any reason whatsoever. The agencies are advised to study the RFP document carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications

20.2 Conflict of Interest

The agencies that are selected for the work will have to maintain the confidentiality of the information compiled. In no case the agencies would be allowed to use the data or share the information with anyone else, except for the Bureau. The Bureau shall hold the copyrights over any of the data collected or compiled during the course of the awards.

20.3 Language of Bids

The bids prepared by the agencies and all correspondence and documents relating to the bids exchanged by the agencies and the Purchaser, shall be written in the English language, provided that any printed literature furnished by the agencies may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

20.4 Confidentiality

The Bureau requires that recipients of this document to maintain its contents in the same confidence as their own confidential information and refrain from any public disclosure whatsoever.

20.5 Disclaimer

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

20.6 Amendment of RFP

At any time prior to the last date for receipt of bids, the Bureau, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective agency/ firm/institution, modify the RFP document by an amendment. In order to provide prospective agencies/firms/institutions

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reasonable time in which to take the amendment into account in preparing their bids, Bureau may, at their discretion, extend the last date for the receipt of bids and/or make other changes in the requirements set out in the RFP.

20.7 Force Majeure

In case either party is prevented from performing any of its obligations due to any cause beyond its reasonable control, including but not limited to act of God , fire, flood, explosion, war, action or request of government authority , systematic breakdown, failure of electricity supply, accident and labour trouble, the time for performance shall be extended until the operation or such cause has ceased, provided the party affected gives prompt notice to the other of any such factors or inability to perform and resume performance as soon as such factors disappear or are circumvented.

20.8 Penalty

Bureau reserves the right to levy penalty if the website is not developed to the Bureau's satisfaction or within the project's time frame or both, as the case may be. The Bureau reserves the right to levy penalty as per the contract/ agreement at the time of award of actual contract and it will also depend on nature of work. Bank also reserves the right to levy penalty if during the course of AMC of portal the vendor does not do any updation in the said module/capsule.

20.9 Recovery

- a. Recovery by the Bureau and refund by the vendor (including payment of penalty etc.) have been used interchangeably in this document.
- b. The Bureau reserves the right to appropriate any monies due to it from the vendor, either for advance payments made or for penalties levied, from the security deposit made by the vendor. In such case, the vendor will have to replenish the security deposit to bring it to the amount mentioned under the relevant paragraph. No job will be allotted to such vendors till the security deposit amount is resubmitted in full.

20.10 Termination of the Bid

The Bureau shall have the right to reject this bidding process any time before issuing letter of award to the selected agencies.

20.11 Patent Rights

For any licensed software used by the Vendor for performing services or developing website for the Bureau, the Vendor should have right as well right to license for the outsourced services or third party software development. Any license or intellectual Property Right violation on the part of Vendor / Subcontractor should not put the Bureau at risk. The Bureau should reserve the right to audit the license usage of the Vendor.

The Vendor shall, at their own expenses, defend and indemnify the Bureau against all third party claims or infringement of intellectual Property Right,

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including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad. In case of violation/ infringement of patent/ trademark/ copyright/ trade secrete or industrial design, the supplier shall after due inspection and testing get the solution redesigned for The Bureau at no extra cost. The supplier shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Bureau is required to pay compensation to a third party resulting from such infringement, the supplier shall be fully responsible therefor, including all expenses and court and legal fees.

20.12 Liquidated damage

Delay at any stage in execution of the contract due to reasons solely attributed to successful agency/firm/institution beyond the time schedule as agreed or any extension thereof granted by the Bureau shall attract Liquidated Damages at the rate of 0.5 % of the total contract value per week of delay subject to maximum of 10 % of the total contract value. Such liquidated damages by way of price reduction shall be recoverable by the Bureau by reducing the price payable to the vendor.

20.13 Termination of Contract

The Bureau shall have the right to terminate the contract of the agency at any time during the tenure of the work, if the performance of the agency is found to be unsatisfactory or violation of any clause of the RFP pertaining to execution of the work. For termination of the contract, Bureau shall provide the agency a notice of minimum of 30 days, to allow the agency to clarify its position of unsatisfactory performance observed by Bureau. If the clarification provided by the agency is not up to the satisfaction of the competent authority of Bureau, the contract of the agency will be terminated.

20.14 Termination For Insolvency

The Bureau may at any time terminate the Contract by giving written notice to the Vendor, if the vendor becomes bankrupt or otherwise insolvent. In this event termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has occurred or will accrue thereafter to the Bureau.

20.15 Governing Law And Disputes (Applicable In Case Of Successful Bidder Only)

All disputes or differences whatsoever arising between the parties out of or in connection with this contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), shall be settled amicably. If however, the parties are not able to solve them amicably, party (The Bureau or Vendor), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and

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shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrator; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai The Vendor shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Bureau or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

Arbitration proceeding shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English. **Each party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the parties unless the award otherwise provides.**

20.16 Delays in The Vendor's Performance in Successful Implementation Of The Project

Delivery of the solution and performance of the services shall be made by the Vendor in accordance with the time schedule, technical specification, scope of the project and other terms & conditions as specified in the RFP/service level agreement /Contract. Any delay in performing the obligation /defect in performance by the supplier may result in imposition of penalty (mentioned as per the penalty clause mentioned elsewhere in this RFP) or termination of contract.

20.17 Termination for Default

The Bureau shall have the right to terminate this contract/ withdraw a job awarded to the vendor at any phase of development in the event of:

- a. In-ordinate delay, attributable to the vendor, in adhering to the delivery schedule.
- b. Acceptance criteria on Quality standards are not met even after rework.
- c. Vendor declining to incorporate any changes/modifications as desired by the Bank. The Bureau may choose to terminate this contract with one month notice without assigning any reason whatsoever.

On termination of the contract/ withdrawal of the job awarded to the vendor, the vendor will return all kinds of material/documents received from the bank and refund all the payments received from the bank for the job in question immediately, failing which the bank will have all rights to adjust the amount against claims of the vendor in respect of other job(s) or from the security deposit /held with the client and/or proceed against in court of law.

20.18 Governing Language

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The contract and all correspondence/ communications and other documents pertaining to the Contract, shall be written in English.

20.19 Governing Law

The contract shall be interpreted in accordance with the laws of the Government of India.

20.20 Notices

Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing to other Party's address.

For the purpose of all notices, the following shall be the current address:

Secretary
Banks Board Bureau,
4th Floor, Reserve Bank of India
Byculla Office Building,
Opp Mumbai Central Station,
Mumbai Central,
Mumbai - 400008

The notice shall be effective when delivered or on the notice's effective date whichever is later.

20.21 Vendor's Obligation

The vendor is obliged to work closely with The Bureau's staff, act within its own authority and abide by directives issued by The Bureau from time to time. The Vendor is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours on the part of its personnel. The Vendor will treat as confidential all data and information about Bureau obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bureau.

20.22 Conditions for Consortium / Outsourcing:

The agencies/firms/institutions may have the option to submit the proposal with other consortium partners with the following conditions-

- One consortium partner can be associated with lead partner/Bidding agency.
- The bidder can't change the consortium partner during the course of the project.
- In case of consortium, the lead partner must submit the letter of association (agreement). Non-submission of agreement documents of the consortium partners will lead to disqualification.

In case of any such discrepancy found, bid for the both consortium and firm will be rejected. Selected agency/firm/institution cannot outsource their work to any third party at any point of time. The consortium partner should not be

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involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract. The consortium partner should not have been blacklisted by any Central / State Government or Public-Sector Undertakings. If at any stage of qualifying process or during the course of the contract, any suppression / falsification of such information is brought to the knowledge, The Bureau shall have the right to reject the proposal or terminate the contract, as the case may be, without any compensation to the consortium of agency/firm/institution. **The Bureau shall only deal with the lead member for all the purposes.**

21. Bid Processing Fees, Bid Security and Performance Security:

21.1 Bid Security/ Earnest Money Deposit (EMD)

No EMD is required to be submitted

21.2 Bid Processing Fees/Application Fees

There is no application / bid processing fees payable to the Bureau.

22. Terms of Payment

The payment schedule will be as per the terms in the Service Level Agreement signed between the Bureau and the vendor.

GST if any, if applicable and intended to be claimed from the Bureau, must be specifically mentioned along with invoices.

23. Form-1: Covering Letter

To,

Secretary
Banks Board Bureau,
4th Floor, Reserve Bank of India
Byculla Office Building,
Opp Mumbai Central Station,
Mumbai Central,
Mumbai - 400008

Sir/ Madam,

Sub: Request for proposal for installation, integration and maintenance of Senior Banker Information System software

The undersigned is the authorized representative of the (Name of Bidder), having read and examined in detail the complete RFP document in respect of selection of agency for **installation, integration and maintenance of Senior Banker Information System software**. (Name of Bidder), do hereby express their interest to provide services and support as specified in the scope of work.

Details about the organization

Format for providing details about the Organization:

1.	Name of the Organization	
2.	Address with phone, fax and email	
3	Year of establishment	
4	Name & Designation of the Head of the Organization	
5	Total Experience of organization (In years)	
6	Official website	
7	Whether you have offices across the country(Y/N)	
	If Yes, please give details.	

Enclosed the following:

- Form 2: Declaration Letter.
- Form 3: Prior Experience.
- Form 4: Proposed Work plan including the timelines
- Form 5: Resume of the member in the proposed team

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- Annexure-1: Eligibility Bid document
- Annexure-2: Technical Bid document
- Annexure-3: Financial Bid document
- Documentary proof as per eligibility criteria

Registered Power of Attorney executed by the agency in favour of the Principal Officer or the duly authorized Representative, certifying him/her as an authorized signatory for the purpose of this RFP. (Bidder shall mention the Form No. Clearly over the respective enclosure of the technical proposal)

We hereby declare that our Proposal is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

Thanking you,
Yours faithfully

(Signature of the Authorized Representative)

Name :

Designation :

Seal :

Date :

Place :

Business Address:

24. Form-2 Declaration Letter

Declaration Letter on official letter head stating the following:

We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract.

We are not black-listed by any Central / State Government / Public Sector Undertaking in India.

Agency/Firm:

Signature _____

Name _____

Designation _____

Date _____

Annexure-1

25. Declaration for Eligibility Criteria

Bidder's Organization Name.....

Name of Contact Person.....

Address.....

.....

Phone

No.....

Fax

No.....

....

Email.....

.....

Sl.No.	Particulars	Relevant information (with documentary Proof)
1	Type of bidder's organization (Government/ Semi government / private/ Society etc), A copy of the organization's registration.	
2	The agency should be registered with the Service Tax department and carry a valid PAN/TAN/GST. Proof of the same must be submitted	
3	Bidder should have a positive net worth during the last three financial years (2017-18, 2018-19 and 2019-20)	

SIGNATURE OF AUTHORISED SIGNATORY

BUSINESS ADDRESS

COMPANY SEAL/ STAMP

DATE

Note:

1. : Documentary proof to be provided against each criterion.

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Technical Bid

Annexure-2

26. Form-3 Prior Experience

List of clients to whom services have been provided effectively from FY 2015-16. Please specify clearly following details-

- Experience in the field on System Integration and server and database maintenance and other similar assignment as mentioned in the RFP
- Experience of working with PSU/Govt. Agencies (No. of assignment) with work order and Completion certificate and details of the assignment handled

Note: Please attach Letter of Intent or Purchase Order for each assignment executed Web Development, portal development and maintenance services.

Agency/Firm:

Signature _____

Name _____

Designation _____

Date_____

27. Form-4 : Proposed Work Plan including the timelines

[Explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach]

(Maximum 4 pages)

Agency/Firm:

Signature _____

Name _____

Designation _____

Date_____

28. Form-5 : Resumes of the members in the proposed team

Agency shall submit full resumes of the project leader and members of the team proposed for the assignment, including contact information as per the following format (in max. 2 pages).

- 1) Name:
- 2) Complete Contact Information:
- 3) Proposed Position:
- 4) Educational Qualification:
- 5) Employment Record:
- 6) Years of Experience
- 7) No. of project taken up related to server maintenance for any Firm/ Institution/ Agency/ Consultancy
- 8) Relevant Work Experience / Work Undertaken that best illustrates capability to handle the proposed task
- 9) Certification / Signature: