

HARYANA STATE COOPERATIVE APEX BANK LTD
SCO 78-80, BANK SQUARE, SECTOR-17B, CHANDIGARH
Ph. 0172-2714520, 2704349 (FAX)
Email:- itcell@harcobank.org.in

NOTICE INVITING TENDERS

The e-tenders are hereby invited on behalf of Haryana State Cooperative Apex Bank Ltd under Two Bid System (Technical Bid and Financial Bid) for the following works to be carried out from the eligible parties as per details given below:-

Tender Ref. No.	EDP/2023-24/CBS
Description of Item	Request for Proposal (RFP) for Identification of Application Service Provider for Migration/ Upgradation of Core Banking Solution from Finacle 7.x to Finacle 10.2.25 and Maintenance for 5 Years based on Application Service Provider (ASP) model for HARCO Bank and 19 DCCBs.
Earnest Money	Rs. 2,00,00,000/-
Tender Fee (Non-refundable)	Rs. 1000/- + GST
e-service Fees (Non –refundable)	Rs. 1000/- + GST
Start date and time of Bid preparation & submission on e-procurement portal	14.3.2024
Last date and time for Bid preparation & submission by bidders	15.4.2024 (17:00 hrs)
Date and time of Tender Opening (Technical Bid Part-I)	16.4.2024 (14:00 hrs)
Date and time of Tender Opening (Financial Bid Part-II)	To be decided later on
Last date and time for Earnest Money Deposit (EMD) of Bid submission	15.4.2024 (17:00 hrs)
Pre-bid meeting	3.4.2024 (11:00 hrs)

The complete bidding documents, fee details, technical specifications and key dates can be viewed / downloaded from the web sites <https://etenders.hry.nic.in> and www.harcobank.org.in Bid through any other mode shall not be entertained. Please note that Managing Director, HARCO Bank reserves the right to accept or reject the tendering process at any stage without assigning any reason whatsoever.

Managing Director

Haryana State Cooperative Apex Bank Ltd.

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NOTICE INVITING TENDER (NIT)
FOR

**Identification of Application Service Provider for Migration/
Upgradation of Core Banking Solution from Finacle 7.x to
Finacle 10.2.25 and Maintenance for 5 Years based on
Application Service Provider (ASP) model for HARCO Bank
and 19 DCCBs.**

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KEY INFORMATION

Particulars	Details
Tender Number	EDP/2023-24/CBS/01
Tender Title	Request for Proposal (RFP) for Identification of Application Service Provider for Migration/Upgradation of Core Banking Solution from Finacle 7.x to Finacle 10.2.25 and Maintenance for 5 Years based on Application Service Provider (ASP) model for HARCO Bank and 19 DCCBs.
Cost of Bid	Rs. 1,000/- + GST
EMD	Rs. 2,00,00,000/- to be submitted online
Bid Validity	180 days
Date of Publishing the tender on Bank's Website	14.3.2024
Pre-bid clarification query date	3.4.2024 (11:00 hrs)
Last Date and time for online submission of Bids	15.4.2024 (17:00 hrs)
Date and Time of Opening of Technical Bids	16.4.2024 (14:00 hrs)
Date and Time of Opening of Commercial Bids	To be notified later to the qualifying bidders only.
Place of Opening of Bids	HARYANA STATE COOPERATIVE APEX BANK LTD SCO 78-80, BANK SQUARE, SECTOR-17B, CHANDIGARH
Contact Persons for any clarifications/ Submission of Bids	Sh. Vishal Katiyar, Manager IT
Contact Numbers	8557944616

Introduction

The Haryana State Cooperative Apex Bank (HARCO Bank), a Scheduled Cooperative Bank head quartered at Chandigarh (herein after called 'the Bank') is inviting proposals from competent and authorized Bidders for Identification of Application Service Provider for Migration/ Upgradation of Core Banking Solution from Finacle 7.x to Finacle 10.2.25 and Maintenance for 5 Years based on Application Service Provider (ASP) model for HARCO Bank and 19 DCCBs in the State of Haryana.

CHAPTER – 1

INSTRUCTIONS TO BIDDERS

1.1 NOTICE INVITING TENDER (NIT)

Bank invites proposals from competent and authorized Bidders for Identification of Application Service Provider for Migration/ Upgradation of Core Banking Solution from Finacle 7.x to Finacle 10.2.25 and Maintenance for 5 Years based on Application Service Provider (ASP) model for HARCO Bank and 19 DCCBs.

DISCLAIMER

- The information contained in this NIT document or any information provided subsequently to Bidder(s) whether verbally or in documentary form by or on behalf of the Bank, is provided to the Bidder(s) on the terms and conditions set out in this NIT document and all other terms and conditions subject to which such information is provided.
- This NIT is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this NIT is to provide the Bidder(s) with information to assist the formulation of their proposals. This NIT does not claim to contain all the information each bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this NIT and obtain independent advice, wherever necessary. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this NIT. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this NIT.
- This is not an offer by the Bank but only an invitation to bid in the selection process initiated by the Bank. No contractual obligation whatsoever shall arise from this NIT process until a formal contract is executed by the duly authorized signatory of the Bank and the Bidder.

1.2 Minimum Eligibility Criteria for the Bidders

The Minimum Eligibility Criteria for the bidder shall be as under:-
 Bidders can bid either in individual capacity or as a consortium. In case of consortium, one company has to designate themselves as lead partner and each of the consortium member should fulfill the minimum eligibility criteria. The bid will be submitted in the name of lead partner and will participate in pre-bid meetings, make a presentation and participate in other discussions. All queries will have to be from the Lead Partner only and any correspondence from other partners will not be entertained. However, they are allowed to participate in meetings to assist the Lead Partner. After the bidding process is completed, the SLA will be signed between the banks and the Lead Partner of the consortium. Further, all invoices will be raised by the Lead Partner and payment will also be made by the banks only to the Lead Partner. Only Lead partner will be the SPOC. They will help banks in setting up L1 helpdesk including techno-functional training and will be responsible for setting up L2 help desk at the state level. They will also be the link with the L3 helpdesk managed by the OEM of the Finacle software.

1.2.1. Pre-qualification Process

1. Bidders are required to submit the Pre-Qualification documents in Packet A.
2. The Bidders Pre-Qualification Proposal in the bid document will be evaluated as per the requirements specified in the RFP and adopting the pre-qualification criteria spelt out in this RFP. The Bidder is required to submit all required documentation in support of the pre-qualification criteria specified.
3. The Bidder shall meet all the mandatory compliance requirements. Failure in meeting the mandatory compliance requirements will result in disqualification of the Bidder.
4. All the bidders will be communicated of the results of evaluation of the pre-qualification bids.
5. The Technical bids of those bidders who qualify in the prequalification process only will be evaluated further against the Technical bid evaluation criteria specified in the RFP.

1.2.2 STAGE A : Pre-qualification Criteria for Bidder / Consortium Partners

Sr No	Basic Requirement	Eligibility Criteria	Document to be Submitted
1	Legal Entity	The bidder / consortium partner should be a Legal Entity registered under the Companies Act, 2013 or the Companies Act, 1956 and should be in business for last 10 years as on March 2024.	Copy of Certificate of Incorporation/Registration/Partnership deed
2	Meity Empanelment	(a) The bidder / consortium partner should be MeitY empanelled (as on March 2024) (b) The proposed Data Centre & DR site should be within India only. (c) The proposed Data Centre should be successfully STQC audited. (d) The proposed Data Centre should have a running Government Community Cloud	Valid copies of proof attested by authorized Bid signatory

		(GCC).	
		(e) The prime bidder should be the single point of contact for the entire migration (if demanded) and providing Cloud services for the entire contract period.	
3	Compliance	The bidder / consortium partner is compliant with IT Act 2000 (including 43A) and amendments	Letter from authorized signatory on the letter head of bidder mentioning the compliance.
4	Turnover	A bidder / consortium partner should have a minimum average annual turnover of at least 100 Cr in last three audited financial years.	Certificate from the Chartered Accountant
5	Net worth	The bidder / consortium partner should have a positive net worth as per the last audited financial report.	Certificate from the Chartered Accountant
6	Blacklisting	The consortium partners should not be debarred/ blacklisted / banned by any Government/PSU in India as on the date of submission of the Bid.	Letter signed by the Authorized in format given in the RFP.
7	Finacle Capability and Partnership	Bidder / consortium partner should be an authorized implementation partner/System Integrator (SI) Of Infosys/Edgeverve.	Partnership agreement with OEM with validity minimum 1 one year from the date of RFP submission
8	Finacle Upgrade / Migration experience	Bidder / Consortium should have experience in migrating / upgrading Finacle 10.x at least in one PSU bank / RRB / SCB / DCCB with more than 1000 branches.	Experience letter from the PSU bank / RRB / SCB / DCCB mentioning number of branches migrated / upgraded
9	Data Archival Experience	Bidder / Consortium should have experience in Data Archival for PSU/RRB/SCB/DCCB bank having 1000+ branches	Experience letter from the PSU bank / RRB / SCB / DCCB mentioning number of branches for which data is archived
10	Data Centre Facility	The bidder / consortium partner should have at least 3 different Tier 3 Rated Data Centres, which should be empanelled by Meity and audited by STQC.	Valid copy of the certificate
11	Data Centre Certification	Certification;	A valid copy of the certificate
		o ISO 27001 - Data Centre and the cloud services should be certified for the latest version of the standards.	
		o ISO/IEC 27017:2015-Code of practice for information security for cloud services and Information technology.	

		<ul style="list-style-type: none"> o ISO 27018 - Code of practice for protection of personally identifiable information (PII) in public clouds. o ISO-22301 for Business Continuity Management. o ISO/IEC 20000-1-Guidance on the application of Information Technology Service Management System. 	
12	Capability	The bidder / consortium partner must have at least 3 different Data Centres serving Banking Cloud, Government Community Cloud and Private cloud in at least 2 different Seismic zones.	Letter from Authorised signatory on the letterhead of the bidder.
13	Experience	The bidder / consortium partner should have successfully implemented/commissioned at least five (05) projects of DC/DR with Cloud Deployment on Government Community Cloud (GCC) / Banking Community Cloud with order value of at least 10 Cr. Each	Work order/contract + completion certificate from client/undertaking of work in progress from bidder
14	Manpower Strength	The bidder / consortium partner must have the strength of at least 200 IT Professionals (data center/networking/system administration/ cloud services professionals/cloud security experts) on their payroll as on the date of submission of this bid. At least 10 of these professionals must have experience (of minimum 5 years) in deployment and Management of cloud solution/ DR Management / virtual server administration/system administration, Virtualization, security, database, etc.)	Certificate from HR on the letterhead of the bidder certifying the availability of the resources on their payroll as on the date of submission of the bid as per the requirement.
15	Advance Security	The bidder / consortium partner should have accreditations relevant to security, availability, confidentiality, processing integrity, and/or privacy Trust Services principles -SOC 1, SOC 2 & SOC 3.	A valid copy of the certificate
16	Tax Payment	The bidder / consortium partner must have a valid GST Registration in India and PAN	A valid copy of the certificate
17	GeM Registration	The bidder / consortium partner must be registered on Government E-Market Place (GeM) with Unique GeM Seller ID	Valid document for GeM Registration details

18	C-SOC	The Bidder/CSP should have Implemented C-SOC Centre for BFSI / Govt. / PSU Client in India	Copy of contract document / Experience Letter from BFSI / Govt. / PSU Client in India
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Online submission of relevant documents / certificates, duly stamped and signed must be submitted as proof in support of the claims made. The Bank reserves the right to verify /evaluate the claims made by the Bidder independently. The decision of the Bank in this regard shall be final, conclusive and binding upon the Bidder.

1.3 Language of the Bid

The bid as well as all correspondence and documents relating to the bid exchanged by the Bidder and The Bank shall be in English language only.

1.4 Two Bid System

- a. The Bid Proposal being submitted would be binding on the Bidder. As such it is necessary that authorized personnel of the firm or organization must sign all the pages of the Bid. The designated personnel should be authorized by a senior official of the Organization having such authority to do so. The online submission of necessary Original Resolutions/ Authority/ Power of Attorney having authority to authorize the person to submit Bid Documents, on behalf of the Company shall be enclosed. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a Bid commitment. The letter should also indicate the complete name and designation of the designated personnel.
- b. The bidder shall submit his response to the present tender separately in two parts – “**The Technical Bid**” and ‘**Commercial bid**’. Technical Bid will contain product specifications whereas Commercial bid will contain the pricing information. In the first stage, only the Technical Bids shall be opened and evaluated as per the criterion determined by the Bank. Those bidders satisfying the technical requirements as determined by the Bank in its absolute discretion shall be short-listed for opening their commercial bid.
- c. The Bank reserves the right to accept or not to accept any bid or to reject a particular bid at its sole discretion without assigning any reason whatsoever.
- d. Bid documents shall be submitted through online, including Purchase Order towards cost of NIT, Bid Security (EMD) and other required documents as mentioned in the tender and a separate online submission containing commercial bid Price, duly super-scribing the envelope with the reference of this NIT, due date, name of the Bidder with contact details, Offer reference number etc. Bid document should be duly filed and all the pages of Bid including Brochures should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted Bid Documents should be **serially numbered** with the Bidder’s seal duly affixed with the **Signature of the Authorized Signatory** on each page. Documentary proof, wherever required, in terms of the NIT shall be enclosed
- e. The Bids containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the Bids. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in.

1.5 Formation of Bid

The bid must be made in an organized and structured manner. The Bid should be properly sealed and marked as “**Identification of Application Service Provider for Migration/ Upgradation of Core Banking**”

Solution from Finacle 7.x to Finacle 10.2.25 and Maintenance for 5 Years based on Application Service Provider (ASP) model for HARCO Bank and 19 DCCBs.” Tender Reference Number, Bidder’s name and address. The Technical Bid shall contain the following documents :-

S. No.	Documents
1	Tender Covering Letter as per Annexure –I
2	Details of Bidder as per Annexure – II
3	Letter of Authorization as per Annexure III (please ensure that all related documents to Minimum Eligibility criteria have been attached)
4	Non-Blacklisting/ Non –Debarment Declaration as per Annexure IV
5	Earnest Money Deposit/Bid Security Form as per Annexure V
6	Statement of Deviations as per Annexure – VI
7	Bank Mandate Form as per Annexure VII
8	Compliance Statement as per Annexure VIII
9	Bid Earnest Money to be submitted online.
10	Online submission of Rs. 1000/- + GST toward cost of Tender Document
11	Copy of Power of Attorney authorizing official for signing the Bid
12	Any other document indicating the feature of the product.
13	Commercial Bid

Note: All Claims made by the Bidder will have to be backed by documentary evidence.

1.6 Submission of bids

The Bank expects the bidders to carefully examine all instructions, terms and conditions mentioned in this NIT document before submitting its unconditional compliance as part of the NIT. Failure to furnish all information required or submission of an NIT not substantially responsive to the NIT in every respect will be at the bidder’s risk and may result in the rejection of its response.

Bids duly sealed should be submitted on or before the last Date and Time for bid online submission.

Any other mode of submission, e.g. by courier, fax, e-mail etc. will not be accepted.

1.7 Cost of Preparation and Submission of Bid

The Bidder shall bear all costs associated with the preparation and submission of its Bid and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

- If any information / data / particulars are found to be incorrect, bank will have the right to disqualify / blacklist the company.
- All communications, correspondence will be only to the prime bidder. Any partner/sub-contractor has to communicate only through the prime bidder. The prime bidder will act as the single point of contact for the bank.
- Bank reserves it right to cancel the order even after placing the letter of Intent (LOI) / Purchase Order, if bank receives any directions / orders from Statutory Body / RBI/Govt. of India in a nature that binds the bank not to take the project forward.☐

1.8 Late bids

Any bid received after the due date and time for receipts of bids as prescribed in this NIT will be rejected and returned unopened to the Bidder.

The bidder will have to sign the contract in the form and manner to the satisfaction of the Bank and furnish performance Bank Guarantee in the form and manner to the satisfaction of the Bank.☒

1.9 Performance Bank Guarantee

The successful bidder has to submit the Performance Bank Guarantee equivalent to 5% of Contract Value (i.e. Grand total cost for deciding L1 bidder) for the due performance of the contract, valid for 60 months including 6 months claim period. It is to be submitted centrally at HO IT Department level within 60 days from the letter of selection.

In case vender(s) fails to perform the Contract or fails to pay the due penalty, if any, as demanded by bank, Bank shall invoke the Bank Performance Guarantee to recover penalty/damages.

1.10 Earnest Money Deposit (EMD)

Non-submission of Earnest Money Deposit as mentioned in **Key-Information** will lead to outright rejection of the Offer. The EMD is to be submitted online.

EMD of unsuccessful Bidders will be returned to them on completion of the procurement process. The EMD of successful Bidder(s) will be returned within 30 days on submission of Performance Bank Guarantee.

The Earnest Money Deposit may be forfeited under the following circumstances:

- a. If the Bidder withdraws its bid during the period of bid validity (180 days from the date of opening of the technical bid).
- b. If the Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
- c. In case of Technically qualified bidder, if the bidders fails:
 - To participate in commercial bid.
 - To accept bid after submitting the bid commercial price.
- d. In case of the successful Bidder, if the Bidder fails:
 - To accept the commercial bid price submitted during commercial bid.
 - To sign the contract in the form and manner to the satisfaction of the Bank.
 - To furnish performance Bank Guarantee in the form and manner to the satisfaction of the Bank.

1.11 Erasures or Alterations

The Bid should contain no alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialled / authenticated by the person/(s) signing the Bid. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding

documents or submission of bid not substantially/conclusively responsive to the bidding documents in every respect will be at the Bidders risk and may result in rejection of the bid.

1.12 Opening of bids

Technical Bid offer will be opened on the date and time mentioned in the bid **'Key-Information'** in the presence of the Bidders who choose to attend on the said date and time.

The Bank will evaluate the technical and techno functional response to the NIT of the Bidders who are found eligible as per the eligibility criteria mentioned in the NIT. There will be no scoring involved in the eligibility evaluation. Bids of only those Bidders who have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation would be taken up by the Bank for further detailed evaluation. The Bidders who do not meet the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation. During evaluation of the Bids, the Bank at its discretion may ask a bidder for clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.

1.13 Evaluation Process of the Bids

The Evaluation will be a Three-stage process:

1. Eligibility Criteria Evaluation - (Mandatory to meet by the bidders)
2. Technical Evaluation
3. Commercial Evaluation

The evaluation by the Bank will be undertaken by a committee of internal Bank officials. The decision of the committee shall be considered final.

1.13.1 Preliminary Scrutiny

- a. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.
- b. The Bank may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation.
- c. The Bank will first examine whether the Bid and the Bidder is eligible in terms of Eligibility Criteria. The bids not meeting the Minimum Eligibility Criteria shall not be considered for further evaluation.
- d. Prior to technical evaluation, the Bank will determine the responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security, Applicable Law, Bank Guarantee, Eligibility Criteria, will be deemed to be a material deviation.
- e. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- f. If a Bid is not responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

1.13.2 Clarification of bids

To assist in the scrutiny, evaluation and comparison of offers/bids, The Bank may, at its sole discretion, ask some or all Bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of The Bank in this regard shall be final, conclusive and binding on the Bidder.

The bidder shall notify The Bank in writing of all subcontracts awarded under the contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the bidder from any liability or obligation under the contract. The Bank reserves rights to accept such arrangement or reject the proposal outright. Proof of such contracts should be submitted to The Bank.

1.13.3 Technical evaluation:

The technical bids shall be evaluated by a committee of experts for the following:-

- i. Compliance of Minimum eligibility criteria
- ii. Receipt of all/complete documents/information/undertakings etc.
- iii. Compliance of technical specifications of the products quoted.
- iv. Adherence to support set up requirements.

Bank may, if it deems necessary, ask for presentations of the bidder or site visits of their facilities to assess and satisfy itself on manufacturing/supply chain and support capabilities of the bidders.

1.13.4 Commercial Evaluation

The commercial bid evaluation will be carried out through sealed envelope containing "commercial bid Price". Based on the commercial bid values obtained, the bidder with the lowest commercial proposal will be designated as L1 Bidder.

1.13.5 Evaluation And Award Criteria

The evaluation will be done using the Quality & Cost Based Selection (QCBS) methodology. Weightage for Quality (Technical Evaluation) will be 70% whereas the weightage for Cost (Commercial Evaluation) will be 30%. The commercial bids of those bidders who qualify in the technical evaluation only will be opened.

1. Quality or Technical Evaluation Methodology

The Technical Bids would be evaluated by the Technical Evaluation Committee based on the technical evaluation criteria and sub-criteria listed below:

Stage	Description	Maximum Score	Minimum qualifying Score
Stage A (40% weight in Technical Score)	Bidder capability including proven relevant experience and capabilities in the implementation of proposed solution technical document, TRS, and FRS as per RFP.	40	30
Stage B (40% weight in Technical Score)	Bidder Technical Presentation by the Program Manager for Overall Solution mentions the project Timelines.	40	30

Stage C (20% in weight in Technical Score)	References from Public / Private Sector Banks / BFSI Sector/ Govt. Enterprise / Cooperative Bank in India where the bidder could successfully implement/migrate/upgrade the CBS system in the last 10 years.	20	15
	Total	100	75
	Overall Qualifying Marks	75%	

- When deemed necessary the Tender Evaluation Committee may seek clarifications on relevant aspects from the Bidder. However, that would not entitle Bidder to change or cause any change in the submitted bid.
- The scoring methodology for Technical Bid components is explained in the following paragraphs.
- Scores for the above individual parameters shall be added to determine the technical scores of the Bidders. The Bidder with the highest technical score shall be ranked as T1.

Scoring Methodology for Stage A

Sr No	Compliance	Marks
Turnover	A bidder / consortium partners should have a minimum average annual turnover of at least 100 Cr in last three audited financial years.	100 Cr - 125 Cr – 5 Marks
		126 Cr - 175 Cr – 7 Marks
		Above 175 Cr – 10 Marks
Certifications	The bidder / consortium partners should have of the following Certifications valid at the time of Bidding:	<=5: 0 Marks
	1. ISO 9001	>= 6: 2 Marks
	2. ISO 27001	>= 8: 3 Marks
	3. ISO 27017 and ISO 27018	= 10: 5 Marks
	4. ISO 20000-1	
	5. ISO 22301	
	6. SOC 1 & SOC 2	
	7. SOC 3	
	8. PCI DSS	
	9. Certificate from Uptime Institute or TIA 942.	
10. MeiTY empanelled letter and STQC audit certificate. —		
Technical and Functional Requirements	The requirement for the Technical and Functional requirement compliance matrix under a section named “Technical and Functional requirement compliance matrix” is provided along with this tender.	< 80%: 0 marks
		80% - 90%: 5 marks
		90% - 100%: 10 marks
O&M	Bidder / consortium partners should have a technical staff with the following skill sets (System (Windows, Linux) / Network/ Database/ Security Administrators, Middleware / Application technical support experts, etc.)	<200: 5 Marks
		200 - 300: 7 Marks
		More than 300: 10 Marks
Experience	The Bidder / consortium partner have successfully completed / Currently hosted Data Centre/ Disaster recovery Cloud Services for any Govt. organization/ PSU/ BFSI in India in last three financial years.	<=4: 0 Marks
		5 to <= 10 projects: 5 Marks
		11 to <= 20 projects: 7 Marks
		>20 projects: 10 Marks

Experience	Bidder / consortium partners must have experience of atleast 5 projects for providing DC & DR hosting services in their data Center clients from any Central Govt/State Govt/Semi-Govt/PSU / BFSI organization with a minimum order value of 10 Cr.	5 Project – 5 Marks
		10 Project – 10 Marks
Experience	The Bidder/ consortium partners must have experience of hosting atleast 100 + Banks on proposed cloud environments	<= 100 Banks: 0 Marks >= 100 Banks: 10 Marks
Migration Experience	Bidder / consortium partners must have experience in Finacle Migration for PSU Bank / RRB / SCB / DCCB having 1000+ branches.	1000+ Branches - 10 Marks 500+ Branches - 5 Marks < 500 Branches - 0 Mark
Resource Profile	Existing Resources' Profiles with experience in Banking Application Migration / Upgrade and other services	Project Director with 20+ years of experience – 2 marks Project Manager with 15+ years of experience – 2 marks Finacle experienced resources with 10+ years of experience – 1 mark each for 6 resources
Peripheral / Applied Application	Bidder / consortium partners must be OEM of any CBS peripheral Application, If yes share the list of applications integrated with Finacle	10+ Applications - 10 Marks 6-10 Applications - 5 Points 1-5 Applications - 3 Points No Applications - 0 Point
Experience in Data Archival	Bidder / consortium partners must have experience in Data Archival for PSU/SCB/DCCB bank having 1000+ branches	1000+ Branches - 5 Marks 500+ Branches - 3 Marks < 500 Branches - 0 Mark
Experience in BAU Support for Banking applications	Bidder / consortium partners must have experience in Finacle and other application BAU Services	1-2 sites - 3 Marks More than 2 sites - 5 Marks
Total Marks		100

Note: Marks secured in Stage A shall be rounded to a weighted score of 40

Scoring Methodology for Stage B

- The bidder(s) of this RFP have to give a presentation/interaction on the methodology/ approach, time frame for various activities, strengths of the bidders on such projects before a committee setup by HARCO BANK.
- The technical competence and capability of the bidder should be reflected in the presentation. If any short-listed bidder fails to make such a presentation, they will be disqualified from the selection process.

- The committee will confirm the veracity of the claim in the presentation during the site visit/ references if required. If not satisfied, the bidder will be disqualified from the selection process.
- The marking scheme will be based on the following criteria stated as under:

☐ Understanding of the overall project. [15 Marks]

☐ Organizational capability for the proposed initiative. [15 Marks]

☐ Finacle 10. X migration/upgradation approach. [20 Marks]

☐ Project timelines [20 Marks]

☐ Proposed solution that brings in distinct solution advantage or savings in efforts. [20 Marks]

☐ Five-Year Implementation/ Maintenance Plan. [10 Marks]

Note: Marks secured in Stage B shall be rounded to a weighted score of 40

Scoring Methodology for Stage C

References from Public / Private Sector Banks / BFSI Sector/ Govt. Enterprise / Cooperative Bank in India where the bidder could successfully implement/ migrate/upgrade the Finacle CBS system in the last 10 years.

[At least 2 references have to be given by the bidder where work executed is more relevant to the Scope of Work of this RFP.

Marks will be awarded based on the feedback received from the companies/ organizations referred.]

Bidder shall provide at least two references for a site visit.

Note: Marks secured in Stage C shall be rounded to a weighted score of 20.

Stage A: If any bidder scores 89 out of 100, Stage A has weightage of 40marks, then to calculate the score for Stage A, 89% of 40 marks will be calculated, which would be 35.6

Stage B: If any bidder scores 92 out of 100, Stage A has weightage of 40marks, then to calculate the score for Stage A, 92% of 40 marks will be calculated, which would be 36.8

Stage C: If any bidder gives only 1 reference then the marks will be 10 and if bidder gives 2 references then the marks will be 20.

Combined Technical score will be calculated as – Stage A + Stage B + Stage C, in this e.g. it comes to 35.6+36.8+20 = 92.4

Total Technical section has 75% weightage and multiplying factor is 0.7

Technical evaluation formula –

Combined marks obtained in Technical scoring =

Formula;

Combined marks of the respective vendor

----- x 100
Total Technical Marks (100 Marks)

Technical Score Marks x 0.7

$$\text{CSP 1} = \frac{92.4 \text{ Marks}}{100 \text{ (Out of)}} \times 100 = 92.4$$

$$92.4 \times 0.7 = \underline{64.68}$$

Commercial Evaluation Criteria

Commercial evaluation will be done based on the below calculations,

The evaluation process shall consider the "Total Contract Value" Vendor proposing lowest TCO shall be given a commercial score of 30. Commercial score for other vendors will be calculated as under:

For example, if we have bidder 1, 2 and 3 quoting rates as given below:

#	Item	CSP 1	CSP 2	CSP 3
P1	CBS Implementation	30,00,000	40,00,000	25,00,000
P2	Migration	3,00,000	4,00,000	2,00,000
P3	DC & DR, Connectivity, Managed Services	2,00,000	2,50,000	2,00,000
Total Project Value for the 5 Yrs. Without Taxes		35,00,000	46,50,000	29,00,000

The overall commercial score will be determined on basis of formula given below, following which the bidder with the highest score will be awarded the contract.

- Formula;

$$\frac{\text{Lowest Total Contract Value}}{\text{Price quoted by CSP2}} \times 100$$

Commercial Marks (CM) x Commercial W'tage i.e. 0.3

$$\text{CSP 1} = \frac{29,00,000}{35,00,000} \times 100 = 82.85$$

$$82.85 \times 0.3 = \underline{24.85}$$

Final evaluation

Technical and Commercial score will be added to arrive at Total Score out of hundred. The proposal securing the highest combined score will be ranked as H1, Second highest as H2 and Third Highest as H3.

Final score (Technical + Commercial) will be = Technical Score + Commercial Score

In the above e.g final score will be – 64.68+24.85 = 89.53

Similarly technical & commercial scores for other bidders will be calculated and the bidder scoring highest score will be declared as winner.

After opening of the technical bids, all the documents and annexure will be evaluated by the bank and will be scored as per below Chart.

Technical Score (TS) = Marks scored by the bidder / Total Marks

In the second stage, the COMMERCIAL BIDs of only those bidders, will be opened who score minimum 60% marks in Technical Score as below.

1.14 Online Submission of Bid and communication:

Offers should be addressed to the following office at the address given below:

<https://etenders.hry.nic.in>

1.15 No commitment to accept lowest or any bid

The Bank shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete.

Bank reserves the right to make changes in the terms and conditions of purchase. Bank will be under no obligation to have discussions with any bidder, and/or entertain any representation.

1.16 Right To Accept Any Bid And To Reject Any Or All Bids / Cancellation Of Tender Process

BANK reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof even after issuance of letter of Intent. Any decision of in this regard shall be final, conclusive and binding upon the bidders. The Bank reserves the right to accept or reject any Bid in part or in full, and to annul the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action. During any stage of evaluation process, if it is found that the bidder does not meet the eligibility criteria or has submitted false /incorrect information the bid will be summarily rejected by the Bank and no further correspondence would be entertained in this regard. Bank further reserves the right to amend, rescind, reissue or cancel this NIT and all amendments will be advised to the Bidder and such amendments will be binding upon them. The Bank also reserves its right to accept, reject or cancel any or all responses to this NIT without assigning any reason whatsoever. Further please note that the bank would be under no obligation to acquire any or all the items proposed. No contractual obligation whatsoever shall arise from the NIT process unless and until a formal contract is signed and executed by duly authorized officials of BANK and the bidder.

1.17 Correction of Errors

Bidders are advised to exercise greatest care in entering the pricing figures. No corrigenda or requests for prices to be corrected will be entertained after the bids are opened. If there are any corrections in the bid document, the authorized signatory should initial them all, failing which the figures for such item shall not be considered. Discrepancies in bids will be corrected as follows:

Where there is a discrepancy between the amounts in figures and in words, the amount in words

shall prevail Where there is a discrepancy between the unit rate and the line item total resulting from

multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of Bank, there is an obvious error such as a misplacement of a decimal point, in which case the line item total will prevail Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the schedule of prices, the amount obtained on totalling the line items in the Bill of Materials will prevail

The amount stated in the correction form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall price to rise, in which case the bid price shall prevail.

Based on the Bank's requirements as listed in this document, the bidder should identify and offer the best-suited solution / bill of material for the product that would meet the Bank's requirements and quote for the same.

1.18 Soft copy of tender document

The soft copy of the tender document will be made available on the Bank's Website <https://etenders.hry.nic.in> and www.harcobank.org.in

1.19 Bid validity period

Bids shall remain valid for 180 (one hundred eighty) days after the date of bid opening prescribed by the Bank. The Bank holds the rights to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence. In exceptional circumstances, The Bank may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended.

A Bidder acceding to the request will neither be required nor be permitted to modify its bid. A Bidder may refuse the request without forfeiting its bid security. In any case the bid security of the Bidders will be returned after completion of the process.

1.20 Pre-bid Clarifications Queries

For any clarification with respect to this NIT, the bidder may send an email to itcell@harcobank.org.in by pre bid date of submission of queries as defined in **Key-Information** in this document. The format to be used for seeking clarification is mentioned in **Annexure-XII (Pre-bid Query Format)**. It may be noted that all queries, clarifications, questions etc., relating to this NIT, technical or otherwise, must be in writing only and should be sent to the email-id as stated earlier.

1.21 Award of contract

Following evaluation, a contract may be awarded to the bidder whose bid meets the requirements of this NIT and provides the best value to the Bank from both a techno-functional and commercial point of view.

The Bank reserves the right to award the contract in whole or in part. The acceptance of the bid, subject to contract, will be communicated by way of placing a purchase order in writing at the address supplied by the bidder in the bid document. Any change of address of the bidder should therefore be notified promptly to the Managing Director, HARCO Bank at the address given in this NIT.

1.22 Contract Period

The contract period will be for the periods of Five Years. Further Bank reserves the right to extend the contract after the expiry for further period on mutually agreed term and conditions.

1.23 Signing of contract

The successful bidder(s) shall be required to enter into a contract with Bank, within thirty (30) days of the award of the work or within such extended period, as may be specified by Bank. This contract shall be based on this NIT document (read with addendums/Corrigendum/Clarifications), LOI, Purchase Order and such other terms and conditions as may be determined by Bank to be necessary for the due performance of the work, as envisaged herein and in accordance with the bid.

However the terms and conditions of purchase order and NIT shall constitute a binding contract till such a contract is issued.

1.24 Confidentiality of the Bid Document

The Bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and confidential.

CHAPTER - 2

TERMS AND CONDITONS

2.1 General

- 2.1.1** The Vendors shall adhere to the terms of this RFP and shall not deviate from the same. If the Vendors have absolutely genuine issues only then should they provide their nature of non – compliance to the same in the format provided (Annexure VI). HARCO BANK reserves its right to accept or not to accept such deviations to the tender terms.
- 2.1.2** HARCO BANK intends the ASP/Vendor/s appointed under the RFP shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of the project, notwithstanding the fact that the Vendor may appoint / procure services of third party suppliers (including software Vendors) to perform all or part of the obligations contained under this RFP and that the HARCO BANK/DCCBs/HARCO Bank may for convenience enter into arrangements, including tripartite agreements, with such third party Vendors if required.
- 2.1.3** Unless agreed to specifically by HARCO BANK in writing for any changes to the RFP issued, the Vendor responses would not be incorporated automatically in the RFP document.

- 2.1.4** Unless expressly overridden by the specific agreement to be entered into between the HARCO Bank/DCCBs and the Vendor, the RFP shall be the governing document for arrangement between HARCO Bank/DCCBs and the ASP/Vendor.
- 2.1.5** The bidder shall also submit PRE-CONTRACT INTEGRITY PACT along with technical bid duly signed by the bidder on each page and witnessed by two persons. The agreement shall be stamped as applicable in the state where it is executed. Bid submitted without PRE-CONTRACT INTEGRITY PACT shall not be considered.
- 2.1.6** The Bank will appoint an Independent External Monitor (IEM) as per CVC guidelines and bidders can approach for this contract.

2.2 Rules for responding to this RFP –

2.2.1 All responses should be in English language. All responses by the Vendors to this RFP document shall be binding on such Vendors for a period of 180 days after the opening of the technical bids.

2.2.2 The bidder has to submit the response to the RFP by way of a Bid comprised of:

- Technical Bid indicating the response to the technical requirement specifications and functional requirement specifications.
- Commercial Bid furnishing all the relevant information as required.

The bidders should submit both Technical Bids and Commercial Bids online in GEM portal.

2.2.3 All responses including commercial and technical bids would be deemed to be irrevocable offers/proposals from the ASP/Vendors and may, if accepted by HARCO BANK, form part of the final contract between the HARCO Bank/DCCBs and the selected ASP/Vendor. ASP/Vendors are requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.

2.2.4 Any technical or commercial bid, submitted cannot be withdrawn after the last date for submission of the bids unless specifically permitted in writing by HARCO BANK. In case, due to unavoidable circumstances, HARCO BANK does not award the contract within six months from the last date of the submission of the bids, and there is a possibility to award the same within a short duration, the Vendor would have the choice to maintain the bid security with HARCO BANK or to withdraw the bid and obtain the security provided.

2.2.5 No offer can be modified or withdrawn by the Vendor subsequent to the closing date and time for submission of the offers.

2.2.6 The bidder shall submit the Bid authenticated by an authorized person from any of

their offices in India (a certified copy of the letter of authority/board resolution in this regard to be furnished along with the Bid). The bidder's authorized signatory shall authenticate by sign and seal, each page of the Bid in original and photocopies including brochures / pamphlets / write-up etc. Bids with eraser / over writing / cutting are liable to be rejected. If required, the corrections can be made by scoring out entries and writing afresh and the authorized signatory should authenticate such corrections.

2.2.7 Vendors are required to quote for all the services mentioned in the Scope of Work of this document. In case any Vendor does not quote for any of the services, the response would be deemed to include the quote for such unquoted components.

2.2.8 Based on Banks requirements as listed in this document, the Vendor should identify the best-suited solution that would meet Bank's requirements and quote for the same. In case the Vendor quotes for more than one solution (for example one quote for software x and y and another quote for software x and z) then the response would be considered as improper and liable to be rejected. The Vendor should not give options to HARCO BANK to select from his offer. The Vendor is expected to select the best option and quote for the same in his offer.

(For example the Vendor should not quote for two database servers, one xyz and other abc, and leave it to HARCO BANK to choose any one of them.)

2.2.9 Similarly, the commercial quotes should also be clear and straightforward and should not be dependent upon any conditions, events or choice. Any such response may run the risk of disqualification and consequent rejection.

2.2.10 Each offer should specify only a single solution, which is cost-effective and meeting the entire tender specifications. It is the responsibility of the Vendor to decide the best suitable solution.

2.2.11 The Vendor must furnish requirements as per the formats provided in the RFP document.

2.2.12 HARCO BANK is not responsible for any assumptions or judgments made by the Vendors for arriving at any type of sizing or costing. The Participating Bank at all times will benchmark the performance of the Vendor to the RFP documents circulated to the Vendors and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the Vendor must make good the same at no extra costs to the Participating Bank within two weeks of detection of the deviation, in order to achieve the desired service levels as well as meeting the requirements of these documents. Neither HARCO BANK nor the Participating Bank shall be responsible for any assumptions made by the Vendor.

2.2.13 HARCO BANK ascertains and concludes that everything as mentioned in the

RFP documents circulated to the Vendors and responded by the Vendors have been quoted for by the Vendors, and there will be no extra cost associated with the same other than the cost quoted by the Vendor.

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

2.2.15 All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the Vendor to HARCO BANK. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the HARCO Bank/DCCBs. The Vendor cannot take the plea of omitting any charges or costs and later lodge a claim on the HARCO Bank/DCCBs for the same.

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

2.2.17 HARCO Bank and DCCBs will only pay for services procured and used by them. HARCO Bank and DCCBs will not pay or is not bound to pay for services not procured or used by the HARCO Bank and DCCBs. The Vendor cannot compel the HARCO Bank and DCCBs to procure or pay for items or services not desired by the HARCO Bank/DCCBs.

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

2.2.19 The Vendor, from time to time during the period of the contract, should provide price benefits to the Bank, in the event that the prices of any proposed items or services have reduced. HARCO BANK, the Bank and the Vendor would discuss such price benefits mutually. In the event the Vendor does not offer the price benefit to HARCO Bank/DCCBs will have the right to independently procure the same from the market and the Vendor will have no objection to the same.

2.3 Pre Bid Meeting

2.3.1 HARCO BANK shall hold a pre-bid meeting as per the given schedule at its Head Office in “**SCO 78-80, Bank Square, Sector 17 B, Chandigarh**” to clarify the queries raised by the bidders. No change in date and time will be entertained and HARCO BANK will hold the meeting even if some bidder chooses to be absent or are unable for any reason to be present during the meeting. No individual consultation shall be entertained and no clarifications other than those sought during or before the above meeting shall be entertained. No oral consultation other than during meeting will be entertained.

2.3.2 The clarifications of HARCO BANK including the queries raised by bidder would be posted on the Bank’s website (www.harcobank.org.in) and these will be binding on all bidders and such clarifications will be deemed to form part of RFP. Bidders should not to give their responses by taking the clarifications given by HARCO BANK also into consideration.

2.3.3 The response to the Bid should not carry any sections like clarifications, ‘as orally told’, ‘to be discussed’, interpretations, assumptions and/or conditions. With the submission of the Bid, the bidder acknowledges that they have carefully studied and understood the RFP in complete.

2.3.4 Any queries/communication regarding this tender process must have “Querries” as a keyword in the subject line and a copy of the communication must be forwarded to [“itcell@harcobank.org.in”](mailto:itcell@harcobank.org.in). In absence of the above, the communication may not be entertained. Any communication received after 07 days from the last date of submission of bid may not be considered.

2.4 Commercial Bids

2.4.1 The Vendor is requested to quote in Indian Rupees (INR). Bids in currencies other than INR would not be considered.

2.4.2 The prices and other terms offered by Vendors must be firm for an acceptance period of 180 days from the last date of opening the technical bid.

2.4.3 The Vendor shall only be reimbursed GST as applicable besides the monthly charges. All other taxes, direct or indirect, will have to be borne by the Vendor. However, GST, as applicable, will be reimbursed by the banks.

2.4.4 The commercial bid will have three parts viz.:

- One Time Cost (OTC) per bank for Migration/Upgradation of the Finacle software along with the existing customizations and interfaces.
 - The second part in the commercial bid shall indicate "monthly charge per month
-

per branch" for period of 5 years. Total Cost of Project (TCP) will be calculated by summation of monthly charges for 5 years for all the branches and OTC for Migration/Upgradation.

- Only OTC for Migration/Upgradation and the Monthly charge per month per branch will be considered for Commercial Evaluation.
- The third part of the commercial bid will contain commercials for add-on modules/ hardware/ man-day cost. These commercials will not be considered for evaluation in the Commercial Bid. However, the rates given under this part is subject to further negotiation and optional for the banks.

2.4.5 The OTC for migration / upgrade will be paid by bank in two parts :

a) 50% of the OTC will be paid after signing of the contract

b) Remaining 50% will be paid after go-live of all branches of the concerned bank.

The amount may be paid to the vendor within 60 days of committing the payment and invoicing.

2.4.6 The participating banks will pay per branch per month cost from the month of going live on quarterly basis. For the first month, the charges will on pro-rata basis.

2.4.7 The monthly charges for the branches with CBS will be payable quarterly for those branches which have successfully running / or implemented (Signed off) on CBS during that quarter.

2.4.8 The prices quoted by the Vendor shall include all costs such as levies, cess, excise and custom duties, installation, insurance etc. but excluding GST that need to be incurred. The prices quoted will also include transportation to respective sites, and insurance in perpetuity final acceptance by the HARCO Bank/DCCBs. The price payable to the Vendor shall be inclusive of carrying out any modifications changes / upgrades to the CBS or other software or equipment that is required to be made in order to comply with any statutory or regulatory requirements or any industry-wide changes arising during the subsistence of the agreement, and the HARCO Bank/DCCBs shall not pay any additional cost for the same. Vendor needs to provide with the details about all such items considered in the RFP.

2.4.9 In case of any variation (upward or down ward) in excise, custom duty or Government levies pertaining to the above which is deemed to have been included as part of the price will be borne by the Vendor. The benefit of GST mentioned as part of the commercial bid due to downward revision shall be passed on or adjusted to the HARCO Bank/DCCBs. The HARCO Bank/DCCBs would not bear any additional burden of changes in the taxes apart from what has been specified and mentioned by the vendor in the commercial bid. If the Vendor makes any conditional or vague offers, without conforming to these guidelines, HARCO BANK will treat the prices quoted as in conformity with these guidelines and proceed accordingly.

2.4.10 If any Tax authorities of any state, including, Local authorities like Corporation, Municipality, Mandal Panchayat, etc. or any Central Government

authority or Statutory or autonomous or such other authority imposes any tax, penalty or levy or any cess / charge other than entry tax or octroi and if any participating bank has to pay the same for any of the items or supplies made here under by the Vendor, for any reason including the delay or failure or inability of the Vendor to make payment for the same, the concerned participating bank has to be reimbursed such amounts paid, on being intimated to the Vendor along with the documentary evidence. If the Vendor does not reimburse the amount within a fortnight, Bank shall adjust the amount out of the payments due to the Vendor from the said participating bank along with the interest calculated at commercial rate of interest.

2.4.11 Terms of payment indicated in the RFP/SLA to be signed by each bank with the winning bidder will be final and binding and no interest will be payable by HARCO BANK or any other participating banks on outstanding amounts under any circumstances.

2.4.12 The Vendors should note that the contract entered with the successful Vendor will be for a period of 5 years from the effective date of the Master Agreement to be executed between the Vendor and the bank, extendable by another 5 years. However, the HARCO Bank/DCCBs will have the right to renegotiate these prices at the end of the contract period.

2.4.13 There will be no advance payments to be made by the banks.

2.4.14 It is important for the bidders to note to put forward their commercial quote assuming the project in its entirety i.e. HARCO Bank and 19 DCCBs of Haryana. Bid for only a set of banks or states will not be accepted.

2.4.15 The Vendor/'s must accept the payment terms proposed by HARCO BANK. The financial bid submitted by the Bidders must be in conformity with the payment terms proposed by HARCO BANK. Any deviation from the proposed payment terms would not be accepted. HARCO Bank/DCCBs shall have the right to withhold any payment due to the Vendor/'s, in case of delays or defaults on the part of the Vendor/'s. Such withholding of payment shall not amount to a default on the part of the SCBs/CCBs.

2.4.16 HARCO BANK and all the participating banks shall be under no obligation to accept the lowest or any other bid received in response to this bid notice and shall be entitled to reject any or all bids including those received late or incomplete bids without assigning any reason whatsoever. HARCO BANK reserves the right to make any changes in the terms and conditions of purchase.

2.5 Price Comparisons

2.5.1 HARCO BANK will consider the Total Cost of Project (TCP) over a 5-year period including OTC for Migration/Upgradation.

- 2.5.2** To administer price comparison, HARCO BANK shall compute and compare the total cost of all items or services for all branches/offices/locations involved for entire 5 year period, as quoted by the Vendors who have qualified on the technical specifications and hence shortlisted by HARCO BANK.
- 2.5.3** The Price offer shall be on a fixed price basis. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be liable to be rejected.
- 2.5.4** The Vendor must provide and quote for all products and services HARCO Bank and 19 DCCBs of Haryana as desired by HARCO BANK as mentioned in this RFP. Any products / services not proposed to be provided by the Vendor will result in the proposal being incomplete, which may lead to disqualification of the Vendor.

2.6 Earnest Money Deposit and Performance Guarantee

2.6.1 Earnest Money Deposit (EMD)

Non-submission of Earnest Money Deposit as mentioned in **Key-Information** will lead to outright rejection of the Offer. The EMD is to be submitted online.

EMD of unsuccessful Bidders will be returned to them on completion of the procurement process. The EMD of successful Bidder(s) will be returned within 30 days on submission of Performance Bank Guarantee.

The Earnest Money Deposit may be forfeited under the following circumstances:

- a. If the Bidder withdraws its bid during the period of bid validity (180 days from the date of opening of the technical bid).
- b. If the Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
- c. In case of Technically qualified bidder, if the bidders fails:
 - To participate in commercial bid.
 - To accept bid after submitting the bid commercial price.
- d. In case of the successful Bidder, if the Bidder fails:
 - To accept the commercial bid price submitted during commercial bid.
 - To sign the contract in the form and manner to the satisfaction of the Bank.
 - To furnish performance Bank Guarantee in the form and manner to the satisfaction of the Bank.

2.7 Performance Guarantee

- 2.7.1** The Vendor shall provide a performance guarantee in favor of the participating HARCO Bank/DCCBs in the form and manner provided in Annexure X – Proforma for Performance Guarantee equivalent to the extent of 5% of the TCP for the period of the contract and 180 days thereafter. In the event of non- performance of obligation or failure to meet terms of this tender, banks shall be entitled to invoke the performance guarantee without notice or right of demur to the Vendor. Any amount pending for payment due to non-achieving of
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milestone/s set under the Agreement or any other reason solely attributable to the Vendor should be included in the remaining amount of the contract value. The guarantee should be of a Scheduled Public Sector/Commercial Bank.

- 2.7.2** The project will be deemed complete only when all the solutions and items contracted by the participating banks are delivered in good condition, installed, implemented, tested and accepted along with the associated documentation and training provided to HARCO Bank/DCCBs employees and on completion of other obligations as per the contract executed between the HARCO Bank/DCCBs and the Vendor.
- 2.7.3** If the performance guarantee is not submitted, the participating banks reserves the right to cancel the contract. The Performance Guarantee would be returned to the Vendor after the expiry or termination of the contract.

2.8 Others

- 2.8.1** Responses to this RFP should not be construed as an obligation on the part of HARCO BANK to award a purchase contract for any services or combination of services. Failure of HARCO BANK to select a Vendor shall not result in any claim whatsoever against HARCO BANK and HARCO BANK reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
 - 2.8.2** By submitting a proposal, the Vendor agrees to promptly contract with the Bank for any work awarded to the Vendor. Failure on the part of the awarded Vendor to execute a valid contract with the Bank will relieve HARCO BANK/Bank of any obligation to the Vendor, and a different Vendor may be selected based on the selection process.
 - 2.8.3** The terms and conditions as specified in the RFP and addendums if any thereafter are final and binding on the Vendors. In the event the Vendor is not willing to accept the terms and conditions of HARCO BANK the Vendor may be disqualified.
 - 2.8.4** The Vendor must strictly adhere to the delivery dates or lead times identified in their proposal. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the HARCO Bank/DCCBs, may constitute a material breach of the Vendor's performance. In the event that HARCO Bank/DCCBs is forced to cancel an awarded contract (relative to this RFP) due to the Vendor's inability to meet the established delivery dates, that Vendor will be responsible for any re-procurement costs suffered by the HARCO Bank /DCCBs. The liability in such an event would be limited to the amount actually spent by the HARCO Bank/DCCBs for procuring similar deliverables and services and is limited to 20% on the original costs. This is after repaying the original amount paid.
 - 2.8.5** The Vendor represents and acknowledges to HARCO BANK that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. The Vendor represents that all software and hardware to be supplied in response to this RFP shall meet the proposed Vendor
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solution requirements. The Vendor shall be required to independently arrive at a solution, which is suitable for HARCO Bank/DCCBs, after taking into consideration the effort estimated for implementation of the same. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Vendor at no additional cost to the HARCO Bank/DCCBs. The Vendor also acknowledges that HARCO BANK relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Vendor of responsibility for the performance of all provisions and terms and conditions of this RFP, HARCO BANK expects the Vendor to fulfill all the terms and conditions of this RFP. The modifications, which are accepted by HARCO BANK, shall form a part of the final contract.

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

2.8.7 All terms and conditions, payments schedules, time frame for implementation, expected service levels as per this tender will remain unchanged unless explicitly communicated by HARCO BANK in writing to the Vendor. HARCO BANK shall not be responsible for any judgments made by the Vendor with respect to any aspect of the Assignment. The Vendor shall at no point be entitled to excuse themselves from any claims by HARCO BANK / Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels, time frame for implementation etc. as mentioned in this RFP.

- HARCO BANK and the Vendor covenants and represents to the other Party the following:

2.8.7.1 HARCO BANK, each of the Participating Bank and the Vendor, individually is duly incorporated, validly existing and in good standing under as per the laws under which such Party is incorporated.

2.8.7.2 HARCO BANK, each of the Participating Bank and the Vendor has the right and authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are duly authorized and approved by all

necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.

2.8.7.3 The execution, delivery and performance under an Agreement by such Party:

2.8.7.3.1 Will not violate or contravene any provision of its documents of incorporation;

2.8.7.3.2 Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;

2.8.7.3.3 Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;

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

2.8.7.3.5 Undertakes to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.

2.8.7.3.6 HARCO BANK would not assume any expenses incurred by the Vendor in preparation of the response to this RFP and also would not return the bid documents to the Vendors.

2.8.7.3.7 HARCO BANK will not bear any costs incurred by the Vendor for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.

2.8.8 Other RFP Requirements

2.8.8.1 HARCO BANK reserves the right to change any terms and conditions of the RFP and its subsequent addendums, as it deems necessary at its sole discretion. HARCO BANK will inform all Vendors of the changes, if any.

- 2.8.8.2** HARCO BANK may revise any part of the RFP, by providing a written addendum to all the short-listed Vendors at stage till the award of the contract. HARCO BANK reserves the right to issue revisions to this RFP at any time before the award of the contract.
- 2.8.8.3** HARCO BANK reserves the right to extend the dates for submission of responses to this document.
- 2.8.8.4** Vendors shall have the opportunity to clarify doubts pertaining to the RFP in the pre-bid meeting in order to clarify any issues they may have, prior to finalizing their responses. All questions are to be submitted to HARCO BANK on the email-id "itcell@harcobank.org.in", and should be received 1 Day prior to the pre-bid meeting by 2:00 PM. The reply for the same will be uploaded on the website of the bank.
- 2.8.8.5** Secured product report – It is essential for the Vendor to certify that all security requirements of the proposed application & database for the purpose of this project, are meeting the regulators'/supervisors' security requirements. The Vendor should provide the report stating the proposed solution is secured. This would include denying access to unauthorized users, denying access to functions that have not been given access to etc. This assessment should have been done by an independent and reputed agency. Preliminary Scrutiny – HARCO BANK will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. HARCO BANK may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all Vendors and HARCO BANK reserves the right for such waivers and HARCO BANK's decision in the matter will be final.
- 2.8.8.6** Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, HARCO BANK may, at its discretion, ask some or all Vendors for clarification of their respective offers. HARCO BANK has the right to disqualify the Vendor whose clarification is found not suitable to the proposed project.
- 2.8.8.7** No Commitment to Accept Lowest bid or Any Tender – HARCO BANK shall be under no obligation to accept the lowest price bid or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. HARCO BANK reserves the right to make any changes in the terms and conditions of purchase. HARCO BANK will not be obliged to meet and have discussions with any Vendor, and / or to listen to any representations.
- 2.8.8.8** Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Filling up of the information using terms such as —OK, —accepted, —noted, —as given in brochure / manual is not acceptable. HARCO BANK may treat the offers not adhering to these guidelines as unacceptable. The proposals should be in the template that is recommended and provided in this RFP.
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- 2.8.8.9** It is absolutely essential for the Vendors to quote the lowest price at the time of making the offer in their own interest.
- 2.8.8.10** Vendor presentation – Vendors are requested to be prepared to demonstrate the proposed solution and make presentations and arrange for site visits if required as part of the final evaluation in accordance with the responses given for the identified requirements, any time after the last date for submissions of bids. HARCO BANK will communicate a date and time to all qualified Vendors any time after the last date for submission of bids.
- 2.8.8.11** Details of Sub-contracts, as applicable – If required by HARCO BANK, Vendors should provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that notwithstanding the use of sub-contractors by the Vendor, the Vendor shall be solely responsible for performance of all obligations under the RFP irrespective of the failure or inability of the subcontractor chosen by the Vendor to perform its obligations. The Vendor shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits for its employees and sub-contractors.
- 2.8.8.12** Vendor shall submit solution architecture document including server, storage, network and security components. All reasonable facilities, tools and assistance including access to drawings and production data should be provided to HARCO BANK's officials and the consultants during review. There shall not be any additional charges for such review. It is expected that the equipment should be ready for review within one month from the date of awarding the contract by HARCO BANK. The Vendor has to necessarily intimate the date of inspection within 20 days of date of awarding the contract by HARCO BANK.
- 2.8.8.13** No site will be accepted as complete if any part of hardware, software, network components etc. are not delivered, and if delivered not installed, and operationalized free of any additional cost to HARCO Bank /DCCBs. In such an event, the supply and installation will be termed incomplete and will not be accepted and warranty period will not commence besides HARCO Bank/DCCBs right to invoke the penalties, which will be prescribed in the contract. Every site will be accepted after complete commissioning of equipment, functioning of equipment under WAN for a minimum period of ten days.
- 2.8.8.14** HARCO BANK is floating this tender as a mentor for implementing Core Banking Solution in Haryana State Cooperative Banks and District Central Cooperative Banks based on the consent given by these banks. The Vendor would be entering into an individual contract with HARCO Bank and DCCBs. The Vendor(s) getting the contracts shall install and commission the equipment, procured through this tender, at HARCO Bank/DCCB locations designated by the HARCO Bank/DCCB or at such Centers as HARCO BANK may deem fit and the changes, if any, in the locations will be intimated to the Vendor.
- 2.8.8.15** The Vendor/s is/are responsible for managing the activities of its personnel or the
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personnel of its subcontractors/franchisees and will be accountable for both. The Vendor shall be vicariously liable for any acts, deeds or things done by their employees, agents, contractors, subcontractors etc. which is outside the scope of power vested or instructions issued by HARCO Bank/DCCBs. Vendor shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Vendor and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the purchase contract to be issued for this tender.

- 2.8.8.16** No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the Vendor, for any assignment under the purchase contract to be issued for this tender. All remuneration, claims, wages, dues etc of such employees, agents, contractors, subcontractors etc. of Vendor shall be paid by Vendor alone and HARCO Bank/DCCBs shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of Vendor's employee, agents, contractors, and subcontractors. The Vendor shall hold the HARCO Bank/DCCBs, its successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to HARCO Bank/DCCBs through the action of its employees, agents, contractors, subcontractors etc. However, the Vendor would be given an opportunity to be heard by HARCO Bank/DCCBs prior to making of a decision in respect of such loss or damage.
- 2.8.8.17** HARCO Bank/DCCBs shall inform the Vendor of all known breaches and claims of indemnification and shall grant the Vendor sole authority to defend, manage, negotiate or settle such claims; and make available all reasonable assistance in defending the claims (at the expense of the Vendor). The written demand by HARCO Bank/DCCBs as to the loss / damages mentioned above shall be final, conclusive and binding on the Vendor and Vendor shall be liable to pay on demand the actual amount of such loss / damages caused to HARCO Bank/DCCBs.
- 2.8.8.18** In respect of demands levied by HARCO Bank/DCCBs on the Vendor towards breaches, claims, etc. HARCO Bank/DCCBs shall provide the Vendor with details of such demand levied by the HARCO Bank/DCCBs.
- 2.8.8.19** For the purposes of this Clause, the indemnity may be restricted to the areas mentioned, i.e., —claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Vendor to its employees, its agents, contractors and sub-contractors.
- 2.8.8.20** However, there are other indemnities such as indemnity for IPR (Intellectual Property Rights) violation, confidentiality breach, etc, that the Vendor is expected to provide as per the RFP.
- 2.8.8.21** Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover
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damages, loss or liabilities suffered by HARCO Bank/DCCBs arising out of claims made by its customers and/or regulatory authorities.

- 2.8.8.22** The Vendor's designated representative and local office will be the contact point for HARCO Bank/DCCBs.
- 2.8.8.23** Vendor should ensure that the hardware installed in HARCO Bank/DCCBs including all components and attachments are brand new. In case of software supplied with the system, the Vendor should ensure that the same is licensed and legally obtained with valid documentation made available to the HARCO Bank/DCCBs.
- 2.8.8.24** The vendor shall provide all the required CBS, OS, DB license as part of the overall solution and as a service.
- 2.8.8.25** Vendor shall indemnify, protect and save HARCO Bank/DCCBs against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc., or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act 2000 in respect of all the hardware, software and network equipment or other systems supplied under ASP model by them to HARCO Bank/DCCBs from whatsoever source, provided HARCO Bank/DCCBs notifies the Vendor in writing as soon as practicable when HARCO Bank/DCCBs becomes aware of the claim however, (i) the Vendor has sole control of the defense and all related settlement negotiations (ii) HARCO Bank/DCCBs provides the Vendor with the assistance, information and authority reasonably necessary to perform the above and (iii) HARCO Bank/DCCBs does not make any statements or comments or representations about the claim without the prior written consent of the Vendor, except where the HARCO Bank/DCCBs is required by any authority/regulator to make a comment/statement/representation. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by HARCO Bank/DCCBs arising out of claims made by its customers, third party and/or regulatory authorities due to the failure of the Vendor to perform its obligations or breach/infringement of any rights thereof.
- 2.8.8.26** The final selected Vendor will have to demonstrate and report that the proposed solution provides the required service levels in terms of number of the necessary Transactions per Second (TPS) of 150 and 2500 concurrent users per bank, where all the debit and credit legs of the transaction would be considered as a single transaction, along with the necessary number of concurrent transactions, total number of transactions in a 4 hour window, number of accounts, time taken for End of Day, batch processing and meet the required response time as expected by the HARCO Bank/DCCBs. This report should be carried out on the proposed hardware with the proposed version of the operating system, proposed version of the database system and the proposed version of the application system.
- 2.8.8.27** The Vendor shall ensure that the solution provided and sized by the Vendor is capable of meeting HARCO Bank/DCCBs current and future transaction and business volumes.
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2.8.8.28 Vendors and/or its authorized service providers should have their own employees for execution of projects. However, Vendor will be fully responsible for the service for the service providers. HARCO Bank/DCCBs will not make any reference to them. In case of any deficiency in service, penalties will be to Vendor's account.

2.8.8.29 The Vendor shall perform its obligations under this tender as an independent contractor/consortium, and may engage subcontractors to perform any of the Deliverables or Services. Neither this tender nor the Vendor's performance of obligations under this tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between HARCO Bank/DCCBs and the Vendor or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party. HARCO Bank/DCCBs will only approve any change in sub-contractors or partners in the consortium proposed by the Vendor during the contract period of the project of 5 years.

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

2.8.9 Consortium

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

All the partners in the consortium are in some way or the other contributing towards implementation and maintenance of the project;

The Prime Bidder is proposing (as part of the solution) some products, which are not owned by the Prime Bidder;

The Prime Bidder is proposing (as part of the solution) some services which are provided on

behalf of another consortium partner; or

The Prime Bidder is proposing a product on behalf of another Vendor.

2.8.9.2 In the case of a Consortium, the following rules will be applicable:

2.8.9.2.1 The Vendor is required to maintain necessary proof that the Vendor is authorized to bid with the products or services that it does not own. The Vendor agrees to produce such letter/ agreement in original as and when required by HARCO Bank/DCCBs. In case of any dispute in this regard, it will be the sole responsibility of the vendor to settle the same at their end without any cost to HARCO Bank/DCCBs.

2.8.9.2.2 The responsibility for the details presented in the responses will be with the Vendor, which will form part of the final legal contract. The Vendor will be totally responsible for delivering contractual services end to end and will be a single point of contact; and

2.8.9.2.3 In the event, prime bidder doesn't have the experience of entire implementation and roll out of proposed Core Banking Solution, then Consortium partners will have to perform end to end implementation for all the branches of the HARCO Bank/DCCBs; and

2.8.9.2.4 For support and maintenance, in the event, Lead Partner doesn't have the experience of support and maintenance of the proposed Core Banking Solution, then the Consortium partners will support the prime bidder for the entire period of the contract for support and maintenance.

2.8.9.2.5 The responsibility for the commercial bid lies with the Prime Bidder. HARCO Bank/DCCBs would only deal with one party (the Prime Bidder) on all commercial and legal matters. However, for meeting relating to negotiations, implementation, etc., the Prime Bidder may bring along representatives of their partner/(s).

2.8.9.2.6 The consortium Partners cannot be changed once the bid has been submitted in response to the RFP by the Prime Bidder. However, in case of unforeseen circumstances beyond the control of the consortium partners, any change w.r.t consortium partners will be subject to the approval from HARCO Bank/DCCBs.

2.8.9.2.7 It is expressly clarified that even in the case of a consortium; the selected Prime Bidder shall have the single-point responsibility/liability to ensure the fulfillment of all obligations of all the consortium partners under the contract.

2.8.10 Confidentiality

2.8.10.1 The Parties acknowledge that in the course of performing the obligations under this Tender and subsequent Agreement, each party shall be exposed to or acquire information of the other party, which such party shall treat as confidential. Neither party

shall disclose the Confidential Information to a third party.

- 2.8.10.2** The Parties will, at all times, maintain confidentiality regarding the contents of this Tender and subsequent Agreement and proprietary information including any business, technical or financial information that is, at the time of disclosure, designated in writing as confidential, or would be understood by the Parties, exercising reasonable business judgment, to be confidential.
- 2.8.10.3** The Parties agree to keep in confidence and not disclose to any third party any and all Confidential Information available to the Parties, whether such information is given in writing or, is oral or visual, and whether such writing is marked to indicate the claims of ownership and/or secrecy or otherwise. Except as otherwise provided in this tender, the Parties agree that it shall not use, nor reproduce for use in any way, any Confidential Information. The Parties agree to protect the Confidential Information of the other with at least the same standard of care and procedures used by to protect its own Confidential Information of similar importance but at all times using at least a reasonable degree of care.
- 2.8.10.4** If the Vendor hires another person to assist it in the performance of its obligations under this RFP, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under this tender and subsequent Agreement to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the Confidential Information in the same manner as the Vendor is bound to maintain the confidentiality.
- 2.8.10.5** This shall not be applicable and shall impose no obligation on the receiving party with respect to any portion of Confidential Information which:
- 2.8.10.5.1** Was at the time received or which thereafter becomes, through no act or failure on the part of the receiving party, generally known or available to the public;
- 2.8.10.5.2** Is known to the receiving party at the time of receiving such information as evidenced by documentation then rightfully in the possession of the receiving party;
- 2.8.10.5.3** Is furnished by others to the receiving party without restriction of disclosure;
- 2.8.10.5.4** Is thereafter rightfully furnished to the receiving party by a third party without restriction by that third party on disclosure;
- 2.8.10.5.5** Has been disclosed pursuant to the requirements of law or court order without restrictions or other protection against public disclosure; or
- 2.8.10.5.6** Independently developed by the receiving party without the help of the Confidential Information.
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2.8.10.5.7 On termination of the tender and subsequent Agreement, each party must immediately return to the other party or delete or destroy all Confidential Information of the other party and all notes and memoranda (including copies of them) containing Confidential Information of the other party in its possession or control save for that training materials and Documentation that has been provided to HARCO Bank/DCCBs which is contemplated for continued realization of the benefit of the Services. Notwithstanding the foregoing, Vendor may retain a copy of such information (but which shall not include customer data and Confidential Information) as may be necessary for archival purpose.

2.8.10.5.8 The Vendor recognizes and agrees that breach of the confidentiality Article by HARCO Bank/DCCBs shall not be construed as material breach for the purposes of this tender.

2.9 ORDER CANCELLATION

The Bank reserves the right to cancel the contract placed on the selected Bidder and recover expenditure incurred by The Bank under the following circumstances:-

- a. The selected Bidder commits a breach of any of the terms and conditions of the bid and fails to meet agreed uptime.
- b. The Bidder goes into liquidation, voluntarily or otherwise.
- c. An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- d. If the selected Bidder fails to complete the assignment as per the time lines prescribed in the NIT and the extension if any allowed, it will be a breach of contract. The Bank reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.
- e. If deductions of account of liquidated damages exceeds more than 10% of the total contract price.
- f. In case the selected Bidder fails to deliver the quantity as stipulated in the delivery schedule, The Bank reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected Bidder.
- g. The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking The Bank guarantee under this contract.
- h. The Bank reserve its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone.

2.10 CONSEQUENCES OF TERMINATION

In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], the Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Bidder to take over the obligations of the erstwhile Bidder in relation to the execution/continued execution of the scope of the Contract.

In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by The Bank , the Bidder herein shall be obliged to provide all such assistance to the next successor Bidder or any other person as may be required and as The Bank may specify including training, where the successor(s) is a representative/personnel of The Bank to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

Nothing herein shall restrict the right of The Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to The Bank under law or otherwise.

The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

2.11 DISPUTE RESOLUTION MECHANISM

The Bidder and The Bank shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:-

- I. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- II. The matter will be referred for negotiation between General Manager of The Bank / Purchaser and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Chandigarh and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

The arbitrators shall hold their sittings at Chandigarh. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Chandigarh alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. 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.

The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

2.12 JURISDICTION

The jurisdiction of the courts shall be in Chandigarh.

2.13 NOTICES

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre- paid registered post or courier.

Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

2.14 AUTHORIZED SIGNATORY

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the bank with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract a certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the Bidder to discuss, sign agreements/contracts with The Bank , raise invoice and accept payments and also to correspond. The Bidder shall provide proof of signature identification for the above purposes as required by the bank.

2.15 FORCE MAJEURE

Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or The Bank as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:-

- ☐ ☐ Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics☐
- ☐ ☐ Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos☐
- ☐ ☐ Terrorist attack, public unrest in work area☐

Provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The Bidder or The Bank shall not be liable for delay in performing his/her obligations resulting from any force Majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions related to indemnity, confidentiality survives termination of the contract.

2.16 CONFIDENTIALITY

The selected vendor acknowledges that all material information which has or will come into its possession or knowledge in connection with this agreement or the performance hereof, consists of confidential and proprietary data, whose disclosure to or use by third parties will be damaging or cause loss to BANK. The vendor agrees to hold such material and information in strictest confidence and not to make use thereof other than for the performance of this agreement to release it only to employees requiring such information and not to release or disclose it to any other party. The vendor agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non- disclosure of confidential information under this agreement can be fully satisfied.

2.17 OWNERSHIP AND RETENTION OF DOCUMENTS

The Bank shall own the documents, prepared by or for the selected Bidder arising out of or in connection with the Contract.

Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by The Bank, the Bidder shall deliver to The Bank all documents provided by or originating from The Bank / Purchaser and all documents produced by or from or for the Bidder in the course of performing the Service(s), unless otherwise directed in writing by The Bank at no additional cost.

The selected Bidder shall not, without the prior written consent of The Bank/ Purchaser, store, copy, distribute or retain any such Documents.

The selected Bidder shall preserve all documents provided by or originating from The Bank / Purchaser and all documents produced by or from or for the Bidder in the course of performing the Service(s) in accordance with the legal, statutory, regulatory obligations of The Bank /Purchaser in this regard.

2.18 PATENT RIGHTS

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc., arising from the use of the Goods or any part thereof in India, the Vendor shall act expeditiously to extinguish such claim. If the Vendor fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation to claimant including all expenses, court costs and lawyer fees. The Bank will give notice to the Vendor of such claim, if it is made, without delay. The Vendor shall indemnify the Bank against all third party claims.

2.19 COMPLIANCE WITH STATUTORY AND REGULATORY PROVISIONS

It shall be the sole responsibility of the Vendor to comply with all statutory, regulatory & Law of Land and provisions while delivering the services mentioned in this NIT.

2.20 INTELLECTUAL PROPERTY INDEMNITY & INDEMNITY AGAINST MISUSE OF LICENSE

The selected vendor has to undertake to indemnify BANK and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any Indian or foreign patent, trademark or copyright, arising out of the performance of this contract.

The selected vendor shall have to undertake to indemnify BANK and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement or misuse by vendor of, any license issues arising out of the execution of this contract.

2.21 LEGAL COMPLIANCE

The successful bidder hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required. If at any time during the term of this agreement, the Bank is informed or information comes to the Bank's attention that the Successful bidder is or may be in violation of any law, ordinance, regulation, or code (or if it is so decreed or adjudged by any court, tribunal or other authority), the Bank shall be entitled to terminate this agreement with immediate effect.

The Successful bidder shall maintain all proper records, particularly but without limitation accounting records, required by any law, code, practice or corporate policy applicable to it from time to time including records, returns and applicable documents under the Labour Legislation.

The Successful bidder shall ensure payment of minimum wages to persons engaged by it as fixed from time to time under the Minimum Wages Act, 1948. In case the same is not paid, the liability under the act shall solely rest with the successful bidder.

2.22 GOVERNING LAW AND RESOLUTION OF DISPUTES

All disputes or differences whatsoever arising between the parties out of or in relation to the construction meaning and operation or effect of the Contract / Tender Documents or breach thereof shall be settled amicably. If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the applicable national laws, and the award made in pursuance thereof shall be binding on the parties. Any appeal will be subject of the exclusive jurisdiction of courts at Chandigarh and the language of the arbitration proceedings and that of all documents and communication between the parties shall be in English.

The laws applicable to this contract shall be the laws in force in LUCKNOW, India. The contract shall be governed by and interpreted in accordance with Indian law.

The successful bidder(s) shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbiter, as the case may be, is obtained. The venue of the arbitration shall be in Chandigarh.

2.23 CONFLICT OF INTEREST

The Bidder shall disclose to the Bank in writing all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

2.24 PUBLICITY

Any publicity by either party in which the name of the other party is to be used should be done only with the explicit written permission of such party.

2.25 LIMITATION OF LIABILITY

Vendor's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for IP Infringement indemnity Bodily injury (including Death) and damage to real property and tangible property caused by vendor/s' gross negligence. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by bank on the vendor that gave rise to claim, under this tender. Vendor shall not be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.

CHAPTER - 3

SCOPE OF WORK

3. Broad Scope of Work

The ASP shall provide the total solution to implement CBS for the Banks including but not limited to providing of required hardware, database, middleware, network, project implementation, project

management, third party utilities, testing, providing interfaces required for CBS and other associated applications.

The broad Scope of Work is as follows:

3.1. Core Banking Solution (Upgrade & Maintenance):

- To migrate/upgrade the CBS of 20 Banks (**Annexure XIV**) from Finacle 7.0.29 to Finacle 10.2.X version in a time bound manner and complete the migration activity within 15 months from date of signing of contract. **The ASP shall also ensure that bank wise customizations done in Finacle 7.x are ported in the migrated version except for the modules which are already part of Finacle 10.x.** The approximate details of customizations in technical terms is indicated below:
 - No of Scripts : 60,000
 - No of Com Files : 23,000
 - No of MRT Files : 48,000
 - No of SQL Files : 21,000
 - No of C24 Scripts : 500
- The above figures are estimates and indicative. The data has been given to enable the bidder to estimate the quantum of work required. Any difference between these estimates and actual figures will not have any bearing on the Bid Amount.
- To migrate add-on modules (For Eg : AML, FRM, Corporate Mail, HRMS, HO Module, Share Module and other such modules)/ interfaces (For Eg : ATM, AEPS, NACH, EKYC, NEFT/RTGS, IMPS, UPI etc.) which are already integrated with the existing CBS platforms.
- For the purpose of migration/upgradation, ensure the utilization of checkpoint services and standard migration tools of Infosys/Edgeverve (OEM).
- To ensure Go Live of the new version without any disruption of CBS services for the banks.
- To arrange for training of the Core team of each bank by providing techno-functional training in the training centers of OEM using their resources.
- To deliver any new requirement raised by the banks as notified by RBI/Government/HARCO/statutory/regulatory body within the time frame as specified by the concerned notification of the regulatory body/Government.
- To ensure that all the software services supplied under this Agreement shall meet the solution requirements of the Bank.
- To ensure the availability of all Must-have modules (List attached) in the upgraded Finacle 10.2.X version or as an Add-On Module.
- Customizing MIS, Statutory and Regulatory Reports and automating the process of Reports generation from the CBS and other applications. Implementing helpdesk logging-in system at the CBS desk for on-line recording of complaints and Setting up of the bank level Helpdesk (L1), State Level Helpdesk (L2) and Central Helpdesk (L3)
- The OEM will enter into a direct agreement with the banks for providing the Finacle Licenses along with the L3 support. Therefore, the cost of Finacle Licenses and the L3 support will not be part of this RFP.
- While L1 helpdesk will be manned by the bank staff, L2 to be provided by the bidder. The Bidder shall ensure to obtain L3 support from the OEM on behalf of the banks.

The L2 support shall be provided at the state level as follows:

1. For Haryana state All Banks – 4 L2 Resources @ HO.
2. The resource person should have minimum 3 years' of experience as L2 working on Finacle 10.2.X version.

- To carry out patch management activity for CBS application within one month from the date of release by the OEM.
- The bidder shall ensure to provide the Antivirus software for Provided Cloud infrastructure,
- Servers at DC and DRC also ensure updation of the Antivirus signature on at least weekly basis.
- The ASP agrees to provide for 10 years of Data retention before archiving the data with separate DB instances. Purging of data will be done only with the written consent of bank management. Accordingly, the storage should be sized to maintain and accommodate 10 year data at the individual bank level. The data archival/ purging solution should be part of CBS and will be provided by the ASP.

3.2.Design, provisioning of IT infrastructure and setup of Cloud

1. HARCO BANK wishes to on-board a Bidder/Services provider who provides separate isolated infrastructure for the banks for 5 years for hosting Core Banking applications. Extendable for 1(one) year each for two consecutive occasions at most.
2. Entire solution needs to be on a dedicated and separate environment dedicated to banks and no other client should be hosted on this environment provisioned for the banks.
3. The Bidder will be responsible for provisioning the required cloud IT infrastructure at DC & DR site for Hosting the HARCO BANK Core Banking application.
4. The bidder shall implement the cloud IT infrastructure using the Infrastructure as a Service (IaaS) model wherein:
 - a. Infrastructure as a Service (IaaS): The Bidder shall provide the compute, storage, networks, and other fundamental resources enabling HARCO BANK to deploy and run CBS Software as per HARCO BANK requirements.
 - b. The Bidder shall be responsible for managing and controlling the underlying Cloud infrastructure including operating systems, storage, network, security, etc. and the deployed applications shall be managed and controlled by HARCO BANK.
5. The Bidder shall be responsible for provisioning required compute infrastructure (server/ virtual machines), storage and services for hosting Core Banking applications. The compute requirements for the IT infrastructure is placed at Annexure III.

8. The bidder shall maintain DC and DR for the required infrastructure adhering to all measures as listed below to ensure seamless data recovery.

The Bidder shall provide all the required Cloud infrastructure at DC & DR site dedicated to banks.

- The Bidder shall be responsible for provisioning adequate Internet Bandwidth and connectivity at the DC & DR, including termination devices (SDWAN), for end users to access the Core Banking application.
- The bidder shall ensure that appropriate security controls for physical and logical security are in place at Cloud DC and DR.
- The Bidder shall ensure DC and DR sites in different seismic zone within Indian geographical borders.
- The Data Center has to be Tier/Rated III certified Data Center by Uptime or EPI or TIA Datacenter certifying authorities.
- The logical architecture of DC & DR at a minimum should be divided into different sub-networks separated through switches, firewalls and IPS. The logical separation of these sub-networks must be done through VLANs and Sub-Netting. The major classification of sub-network must be at least:

o Different Zone's like (MZ & DMZ) to be created for Application, DB Server and Antivirus and only web facing application servers to be in DMZ and rest servers like DB server to be in MZ zone.

o Separate DMZ for AD, Test & Development and Training Servers should be proposed.

o Separate Management Network for managing the complete Cloud Infrastructure.

o Private Network - Logically separated to enhance security for CBS, Intranet, Mail Server, DNS/DHCP and other applications like HRMS, Payroll, ALM, AML, etc.

o Access control mechanism as defined in the standard security policy of the bank must be implemented at the network, OS, DB and application system levels.

f. Bidder to provide network connectivity, both Primary and Secondary on 2 separate carriers up to the branch site from the Data Center & DR Site. The network connectivity will have SDWAN component for providing segregated bandwidth for various applications. List of SDWAN features are mentioned in the subsequent section of this RFP.

1. Bandwidth aggregation across Primary and Secondary connectivity.

2. Dedicated bandwidth provision at application level.

g. The bidder shall ensure data is successfully replicated between the DC and DR and as per the required specifications of HARCO BANK.

d. The bidder shall ensure that the DR is established at an appropriate geographical location separate from the DC site in a different seismic zone with low risk of natural disasters as per Government regulations.

e. The DC and DR are required to be set up within India only.

9. The Bidder will be responsible for provisioning of requisite network infrastructure (including switches, routers and firewalls) to ensure accessibility of the servers as per defined SLA's.

10. The Bidder shall provide backup solution as per HARCO bank's or Individual bank's requirement.

11. The Bidder shall provision monitoring tools for measuring the service levels, application performance and utilization, server performance and utilization, storage performance and utilization and network performance and utilization. The tool shall be capable of providing the exact utilization of servers and shall be able to generate per day, per month and per quarter utilization reports based on which the payments will be made to the Bidder.

12. The Bidder shall be responsible for ensuring security of HARCO BANK applications and infrastructure from any threats and vulnerabilities. The Bidder shall address ongoing needs of security management including, but not limited to, monitoring of various devices/ Tools such as firewall, intrusion prevention/ detection, content filtering and blocking, virus protection, event logging & correlation and vulnerability protection through implementation of proper patches and rules.

13. The Bidder shall offer DR as a service for all resources offered on primary DC site. The Bidder shall be responsible for provisioning of bandwidth for replication of data between the DC site and DR Site. The RPO (Recovery Point Objective) shall be ≤ 30 minutes and RTO (Recovery Time Objective) shall be ≤ 2 Hours.

14. The infrastructure provisioned by the Bidder must be scalable and shall allow HARCO BANK to add/reduce cloud resources on demand basis.

15. The solution needs to provide the ability for HARCO BANK (Banks) IT Administrators to provision the services via a Web Portal (Self Provisioning), provide metering and billing to provide service assurance for maintenance & operations activities. Detailed user level or user group level auditing, monitoring, metering, accounting, quota and show-back information is essential the cloud platform to be offered.

18. The Cloud infrastructure and HARCO BANK data must be maintained ONLY at the location of the identified Cloud hosting site.

19. Data can only be moved to other site in case of any emergency with prior approval of HARCO BANK.

20. The Bidder should prepare and submit a detailed implementation plan with mapping of infrastructure at DC site and DR site including following parameters:

- Server Provisioning
- High Availability
- Storage Requirements
- Network interfaces requirement
- Network throughput requirement
- Adequate Power and Backup requirement
- Failover mechanism for replication links

21. On acceptance of implementation plan by HARCO BANK the Bidder shall implement the cloud solution and offer for testing.

3.3. Operational Acceptance of Cloud

1. Operational Acceptance shall commence once the system is commissioned for a period of maximum 8 days.
2. Operational Acceptance will only be provided after cloud resources have been provisioned and applications are tested by the respective banks users:
 - CBS Application testing from DC site (LIVE environment).
 - CBS Application testing from DR site (DR drills).
3. The Bidder will have to facilitate the Operational Acceptance Tests. Operational acceptance tests will be performed by HARCO BANK and the appointed system development agency; however, Bidder will have to facilitate Operation Acceptance during commissioning of the system (or subsystem[s]), to ascertain whether the system (or major component or Subsystem[s]) conforms to the scope of work. The Bidder will have to facilitate the testing of application from HARCO BANK users during the Operational Acceptance. Necessary support shall be provided by the bidder.
4. After the Operational Acceptance has completed, the Bidder may give a notice to HARCO Bank requesting the issue of an Operational Acceptance Certificate. HARCO BANK will:
 - Issue an Operational Acceptance Certificate; OR
 - Notify the Bidder of any deficiencies or other reason for the failure of the Operational Acceptance Tests
5. Once deficiencies have been addressed, the Bidder shall again notify HARCO BANK, and HARCO BANK, with the full cooperation of the Bidder, shall use all reasonable endeavours to promptly carry out retesting of the System or Subsystem. Upon the successful conclusion of the Operational Acceptance Tests, the Bidder shall notify HARCO BANK of its request for Operational Acceptance, HARCO BANK shall then issue to the bidder the Operational Acceptance, or shall notify Bidder of further deficiencies, or other reasons for the failure of the Operational Acceptance Test.
6. If the System or Subsystem fails to pass the Operational Acceptance Test(s) even after 3 unsuccessful attempts, then HARCO BANK may consider terminating the Contract and if the Contract is terminated the Performance Bank Guarantee (PBG) will be forfeited.

3.4. Maintenance & Support of implemented Cloud

The Bidder's responsibility shall be as per the responsibility matrix defined in section 3.7 with respect to 24*7*365 days support for HARCO BANK Cloud infrastructure for 05 years from the date of issuance of operational acceptance by HARCO BANK. The maintenance and support will include following activities -

1. Ensuring Uptime and utilization of the cloud resources as per SLA's defined in this RFP.
 2. Monitoring, management and troubleshooting of entire Cloud infrastructure in DC & DR.
 3. Replication link utilisation report.
 4. Ensuring uptime & utilization of the connectivity availed at DC & DR site.
 5. Monitoring & management of SDWAN devices at DC & DR site and also at all the locations of of all 19 banks & its branches.
2. In the event of a disaster at DC site, activation of services from the DR site is the responsibility of bidder. It shall develop appropriate policy, checklists in line with ISO 27001 & ISO 20000 framework for failover and fall back to the appropriate DR site. DR drills needs to be performed by the bidder half yearly to check disaster preparedness.

4. The Bidder shall conduct vulnerability and penetration test (from a third-party testing agency which may be CERT-IN empanelled) on the Cloud facility every 6 months and reports should be shared with HARCO BANK. The Bidder needs to update the system in response to any adverse findings in the report, without any additional cost to HARCO BANK except for any new device or tool or service is required to be newly provisioned to mitigate the observed threat, vulnerability from the VAPT test carried out or as per any new guidelines from RBI or ISO 27001 guidelines released from time to time, in such cases HARCO Bank may ask for price discovery of any such new device or tool or service from multiple vendors and decide the lowest price and bidder will have to accept it and implement such solution for HARCO Bank in the provisioned Cloud Infrastructure.

5. Upgrades - Any required version/Software /Hardware upgrades, patch management etc. at the Cloud Site will be supported by the Bidder for the entire contract period at no extra cost to HARCO BANK.

6. Bidder is required to provision additional VM's when the utilization exceeds 80%.

7. On expiration / termination of the contract, Bidder to handover complete data in the desired format to HARCO BANK which can be easily accessible and retrievable.

8. MIS Reports - Bidder shall submit the reports on a regular basis as per the required formats from RBI. The Bidder shall workout the formats for the MIS reports and get these approved by the HARCO after awarding the contract. The following is only an indicative list of MIS reports that may be submitted to the HARCO BANK:

a. Monthly Cloud resources utilisation reports.

- Summary of resolved, unresolved and escalated issues / complaints
- Log of backup and restoration undertaken

b. Quarterly Reports

- Summary of systems rebooted. Summary of issues / complaints logged with the OEMs.

- Summary of changes undertaken in the Data Centre including major changes like configuration changes, patch upgrades, etc. and minor changes like log truncation, volume expansion, user creation, user password reset, etc.

- Hypervisor patch update status of all servers (physical & Virtual) including the Virtual Machines running.

c. Monthly Reports

- Component wise server as well as Virtual machines availability and resource utilization
- Consolidated SLA / Non- conformance report.
- Summary of component wise uptime.
- Log of preventive / scheduled maintenance undertaken
- Log of break-fix maintenance undertaken
- All relevant reports required for calculation of SLAs
- Quarterly Reports
- Consolidated component-wise availability and resource utilization
- All relevant reports required for calculation of SLAs
- The MIS reports shall be in-line with the SLAs and the same shall be scrutinized by the HARCO.

3.5. Provisioning Cloud services for additional quantities at the proposed rate

1. Annexure III specifies, quantities and compute for IT Infrastructure components for availing cloud services.
2. Based on future requirements, HARCO BANK is likely to purchase additional quantities of cloud service covered in this RFP.
3. The rates offered for cloud services must be valid for entire contract/ project duration.

No variation in these quoted rates shall be allowed during this period.

4. HARCO BANK will have liberty to order additional cloud service items, at the rates offered in the commercial bid.
5. HARCO BANK reserves the right to scale down and scale up the IT infrastructure. The payment would be made only on the actual usage of the IT infrastructure as per the rates provided by the Bidder in their Commercials.

3.6. Infrastructure

- M/s Edgeverve has published a Bill of Material for Finacle CBS 10.2.x. The infrastructure quoted should adhere to the said document. However, the database instance shall be the latest version of Oracle that is supported by the Finacle 10.2.25 version.
- Supply of necessary Physical servers / Virtualized Servers and Setting up of separate database instance running on the server hardware for each of the participating StCBs/CCBs.
- The database instance shall be the latest version of Oracle that is supported by the Finacle 10.2.x version.
- The bidder shall provide separate instances for Training, UAT, Report and Production server.
- Setting up of Disaster Recovery Centre (DRC) with all the necessary connectivity and redundancy. Disaster Recovery set up shall be providing 100% capacity of the Data Centre.
- Performing DR Drills (Bank wise) on half yearly basis (i.e yearly 2) and submission of reports indicating success/ failure, remedies etc. For the purpose, the SOP may be so prepared to achieve RTO of 60 minutes and RPO of 15 minutes. However, the replication in DR should be real-time so as to be as close to zero with respect to RPO.
- Setting up of DC and DRC with all security infrastructure including Firewall, configuring DMZ and MZ etc. as per the latest regulatory guidelines. The bidder needs to keep himself updated with the latest guidelines issued by the regulators from time to time and necessary changes /updates to be made without waiting for intimation from the banks for the required updates. However, downtime, if any, in the services would have to be decided in consultation with the banks.
- The bidder needs to facilitate physical access to Data Center for the IS Auditors identified by the bank, bank officials and regulators and other authorized persons of the bank. The auditors to be allowed to run their own tools on the hardware provided for this project or provide necessary tools for extracting required inputs. The Bidder to also permit forensic audit of the hardware/ software whenever required.
- Setup a centralized CSOC for all the participating banks. A dashboard accessible through web browser for viewing the logs on the CSOC pertaining to each respective banks at their Head Office to be provided. Designing and Implementation of a Cyber Security policy for all the participating banks. As part of IS Audit certain reports on the health of the hardware/ VM's as well as on Cyber security shall be generated by the bidder and provided to the bank or its IS Audit Team along with evidences for having generated the report online automatically with the required timestamp.

3.7. Network

- Setting up necessary networks required at DC and DRC and branches including HO and other administrative offices up to Router level.
- LAN (at Bank HO & Branches) will be the responsibility of banks.
- Installation of a minimum of 2 Mbps as Primary Connectivity. (IP Sec/ MPLS/ P2P / SIM)
- Installation of minimum 2 Mbps Secondary connectivity (IP Sec/ MPLS/ P2P / SIM) or any other suitable technology as Secondary Connectivity. The Carrier/ network provider has to be definitely other than that of the Primary Connectivity.
- Network connectivity of 8 MBPS bandwidth in Head Office of the Bank.
- To ensure SDWAN component in the network for providing segregated/dedicated bandwidth for specific applications.
- To provide Network Monitoring Console at Head Office of the banks to monitor availability of network and also the bandwidth available at each branch.

3.8. List of Must-Have modules to be present in CBS

1.0 Core Banking Solutions, latest version of Finacle 10, HR & Payroll Module, Anti-Money Laundering (AML) module and its reports, Asset Liability Management (ALM) reports, General Ledger, Fraud Risk Management System (FRMS) and Corporate Email System through Intranet with functionalities including but not limited to the following :

1.1 Core modules

- Share capital accounting specific to co-operative banks
- Asset Liability Management Module
- Agency banking transactions and reconciliation
- Any branch banking
- Clearing house operations
- HO Accounting
- Basic Investments / Treasury Module
- Customer Information Module
- AML / KYC Module
- Signature & Photo Capture
- Financial Inclusion Module
- AADHAR (UIDAI) card capture & validation
- Basic HR & Pay-Roll
- Corporate E-mail system allowing attachment size of minimum 10 MB
- GST Module

1.2 Retail banking

- Savings Bank accounts including no-frills account (various flavors)
- Current accounts (various flavors)
- All types of term deposits
- Recurring deposits
- Tax deduction at source & issuance of TDS Certificates to deposit holders and related reports
- Cheque book request
- Standing instructions
- Extension counter and main branch accounting
- Direct and Indirect tax collection and remittance subject to license availability.
- Cash Clearing (through Service Branch module & other banks or through interfaces for CTS wherever mandated by the RBI or other authorities)
- Safe Deposit Locker
- Audit Module (for the use of banks' own internal examiners as well as statutory auditors)
- CIF Unification Functionality

1.3 Loans and Advances

- Cash credit and overdraft
- Short-term, medium term and long-term loans, including agriculture loans with interest subvention and interest calculation without/with compounding and the required reports for the same.
- Mortgage loans
- Housing Loans
- Education loans
- Kisan credit card operations (various types)
- Gold loans for agriculture / DCCBs
- Agricultural & Non-agricultural lending – Direct & on-lending under refinance scheme
- Asset classification (NPAs) for Agricultural & Non-agricultural loans
- Re-scheduling/ restructuring of loan
- Borrowings from higher financing agencies
- Facility to calculate back dated interest amount.
- Interest subvention reports
- Subsidy accounting.
- Financing / Refinancing of PACS
- Maintaining Shadow accounts of PACS borrowers for reconciliation & monitoring

1.4 Remittances and Services

- Demand draft, pay order
- Card products
- Fixed Deposits
- Government securities
- Other Marketable Securities
- Interface with IFTAS and RBI for direct Membership of RTGS/NEFT wherever necessary
- Existing Interface for Payment Solution
- IMPS Inward Facility

1.5 Reporting and MIS, regulatory and other requirements

- Monthly balance sheet
- Lead Bank Reports (LBR)
- General Ledger, Trial balance, Profit and Loss account, Balance Sheet
- Anti-Money laundering and KYC Module and reporting
- Fraud Risk Management Solution (FRMS)
- Applicable Tax deduction and accounting
- Detailed audit trail
- Statutory returns
- Audit schedules
- Inspection report schedules
- SLR/CRR maintenance and reporting
- Priority Sector Statements and Tax Collection reports
- Credit Information Bureau Reporting
- All regulatory / statutory reports in the standardized formats as required from time to time
- Online Voucher Verification (VVR) Facility to the banks.

1.6 Customer Information

- Store customer details
- Link collaterals, limits and accounts to customers
- Personal and business customer profiles
- Name search facility
- Customer and account enquiries
- User defined relationships
- Customer passwords and data security
- Single view of all relationship across the branches

1.7 Head Office Module with

- Pay Roll
- Leave , Training
- Fixed Assets
- Share Accounting
- Cash Book
- Inter Branch & Bank Reconciliations
- General Ledger
- Consolidate GL & PL, Balance Sheet in the bank prescribed format
- Arbitration Module

1.8 Interfaces

The following interfaces are required to be built in the proposed solution on mutually agreed terms and considerations:

- Payment Gateway
- Interface for Internet Banking View/Transaction Facility
- Complete Mobile Banking Interface: Include all type of Transaction (RTGS/NEFT, IMPS, BBPS, UPI, Statement, Cheque Book request, BBPS etc)
- ATM Switch-NFS (IDRBT / NPCI / Any other) for Onus/Issuer/Acquire (For all type of Financial & Non- Financial Transactions and UDIR)
- MICRO-ATM – Onus/Issuer/Acquire (For all type of Financial & Non- Financial Transactions)
- POS/eCommerce
- Interface with NSDL for PAN Verification
- Interface for CIC Companies.
- Bharat Bill Payments Systems (BBPS)
- Immediate Payments Interface (IMPS)
- Unified Payments interface (UPI) (For all type of Financial & Non- Financial Transactions along UDIR)
- PACS (Shadow Accounts & Reconciliation)
- AML Check List Data Feed
- Any Statutory / Regulatory systems (as applicable to Co-operative banks)
- Public Financial Management System (PFMS)
- Loan Origination Software (LOS), Loan Management Software (LMS)
- Passbook Kiosk and Cheque Book Kiosk
- eRupee (Digital Rupee)
- TAB Banking for Account opening , Financial and Non-Financial Transactions

- eKYC, AePS (MICRO-ATM services as per NPCI)
- Aadhaar Vault (Aadhaar Masking in CBS) and maintaining of Unique reference Number
- Facility to online submission of reports to RBI and HARCO BANK in the prescribed format
- Passbook Kiosk/ Cheque Book Kiosk
- Pigmy Interface for Door to Door collection of deposits
- The following TABS in the ATM Switch of ASP Vendor
- Aadhaar Linking
- Green pin
- Mobile Recharge
- Mobile banking Registration
- Utility Bill Payment

1.9 Value Added Services (on optional basis)

- Mobile Banking Including IMPS through Branch Channel also
- Internet Banking Non-Financial and Financial) for individuals
- Internet Banking Non-Financial and Financial) for corporates
- ATM facility
- Cash recyclers / CDM
- Utility Bill payment a part of Mobile and Internet Banking)
- Missed Call Banking

1.10 Value Added Services

- SMS Alerts
- DBTL/NACH Suite
- PMJJY/PMSBY
- APY
- CKYC
- PACS DMR
- e-Commerce
- ATM Switch services – Facility to Issue/ Block/ Hotlist/ Re-issue/ Repin/ Dehotlisting
- ATM Cards/ Collection of ATM Charges
- CTS Standard Interface
- Single Nodal Agency (SNA) setup
- GST Module
- MIS Dashboard & data analysis
- Video KYC
- FRM Module with early warning signals & transaction monitoring
- Integration with ECS, NACH reconciliation portals
- Integration of DCCB CBS with PACS software (DMR module)
- Interface with ONDC portal
- Integration of CBS with Jan Samarth Portal for monitoring.
- Integration with Account aggregators' interfaces
- Integration of ODR (Online Dispute Resolution) system related to Digital Payment system
- Document and Image Management System
- Email Facility for customers balance, Statement, Form-16 and transaction alert
- Provision for Form 15G, 15H, Interest certificate etc. from Mobile/Internet Banking.
- SMS alerts to the user when password is changed in the CBS system

- Inventory management for cards.
- Customer share validation
- Application supported by Blocked Amount (ASBA) to support auto blocking/Unblocking amount in customer accounts for DMAT facility.
- Sub-KUA and Sub-AUA setup from NPCI along with Aadhaar vault setup at NPCI
- Chat bots to support customers with basic functionalities and queries
- Automated dataflow for reports and returns to be submitted to regulators and other stakeholders
- Tagging MSME loan based on value loans
- Aadhaar Vault for individual Banks
- AEPS enabling through Micro-ATMs
- SLBC consolidation and reporting to Lead Banks in the state
- WhatsApp Banking
- IMPS through XML format
- Positive Payment System
- NDS OM Setup for Investment in Govt Securities

3.9. Project Planning and Management

The success of the project depends on the proper project planning and management. At the onset, the Bidder shall plan the project implementation in great detail and should provide a micro-level view of the tasks and activities required to be undertaken in consultation with HARCO BANK. An indicative list of planning-related documentation that the Bidder should make at the onset is as follows:

1. **Project Schedule:** A detailed week-wise timeline indicating various activities to be performed along with completion dates and resources required for the same.
2. **Manpower Deployment List:** A list needs to be provided with resources who will be deployed on the project along with the roles and responsibilities of each resource.
3. **Resource Deployment List:** List and number of all cloud-based resources (including but not limited to servers (VMs), storage, network components, and software components) other than manpower that may be required.
4. **Migration / Installation Plan:** The Bidder will be required to submit a migration / installation plan to HARCO BANK for migrating the existing application on its Cloud.
6. **Progress Monitoring Plan and Reporting Plan:** Detailed Daily, Weekly, Monthly Progress Report formats along with issue escalation format. The format will be approved by HARCO to the successful bidder before start of the project.
7. **Standard Operating Procedures:** Detailed procedures for operating and monitoring the Cloud site.
8. **Risk Mitigation Plan:** List of all possible risks and methods to mitigate them.
9. **Escalation Matrix & Incident Management:** A detailed list of key contact persons with contact details with escalation hierarchy for resolution of issues and problems. This must be via an Incident Management system.

3.10. Technical Requirements Specification: CSP Technical and Functional Compliance

3.10.1. Cloud Portal

Sr.	Cloud Capabilities	Compliance(Y/N)
1	In order to increase the service availability, the cloud service provider must offer multidimensional auto-scaling of cloud services where resources like RAM and CPU will scale vertically as well systems should scale horizontally	
2	Cloud service should enable to provision of cloud resources through a service provisioning interface.	
3	Cloud Systems should enable to provision of cloud resources from the application programming interface (API)	
4	Cloud Systems should be accessible via a secure method using an SSL certificate.	
5	Should be able to create, delete, shut down, and reboot virtual machines from the Cloud portal.	
6	Should be able to size virtual machine and select require operating system when provisioning any virtual machines	
7	Should be able to predict billing of resources before provisioning any cloud resources if integrated with billing system.	
8	Should be able to set threshold of cloud resources of all types of scalability.	
9	Should be able to provision any kind of resources either static or elastic resources.	
10	The cloud virtual machine created by portal should be have at-least two virtual NIC cards. One NIC card should be used for internet traffic while other should be used for internal service traffic.	
11	The Cloud System shall be capable of allowing applications to self-service compute, network and storage infrastructures automatically based on workload demand.	
12	Should ensure that the virtual machine format is compatible with other cloud systems.	
13	Cloud System should give provision to import cloud VM template from other cloud systems.	
14	Cloud System should support provisioning from self-Cloud Orchestration System to add more storage as and when require by VM.	
15	Cloud System should give provision to attached new block disk to any cloud	

Sr.	Cloud Capabilities	Compliance(Y/N)
	VM from self-service portal.	
16	The cloud virtual machines should be scalable in terms of RAM and CPU automatically without reboot.	
17	Cloud System must support multi-tenancy for management perspective. Different department or group company should be able to access allocated resources only.	
18	The Solution should provide a simple to use intuitive web end experience for Cloud Administrator and User Departments.	
19	The Solution should provide Unified Infrastructure management with complete inventory management of virtual machines & physical resources.	
20	The Solution should provide comprehensive service catalog with capabilities for service design and lifecycle management, a web-based self-service portal for users to order and manage services.	
21	Cloud System should have provision to ensure that cloud virtual machine is into separate network tenant and virtual LAN.	
22	Cloud System must ensure that cloud virtual machines are having private IP network assigned to cloud VM	
23	Cloud System must ensure that cloud virtual machines are having private IP network assigned to cloud VM.	
24	Cloud System must ensure the ability to map private IP address of cloud VM to public IP address as require from portal of Cloud Orchestration System.	
25	Should ensure that cloud VM network is IPV6 compatible.	
26	Should support use of appropriate load balancers for network request distribution across multiple cloud VMs.	
27	Cloud Orchestration System should provide network information of cloud virtual resources.	
28	Cloud Orchestration System should have built-in user-level controls and administrator logs for transparency and audit control	
29	Cloud System should support policy based provisioning of virtual machines. Based on granted permission, users should be able to perform the operations. For example if any users doesn't have permission to delete VM, he should not be able to do it.	
30	Cloud System should support quota based system. Users should not be able to provision resources beyond allocated quota.	
31	The Admin should be able to define Access Control to Permit or Deny operation per Group or per User.	

Sr.	Cloud Capabilities	Compliance(Y/N)
32	Should have provision to define Workflow to Escalate Permission to Group Admins or System Admins.	
33	The Solution should allow for implementing workflows for provisioning, deployment, Decommissioning all virtual and physical assets in the cloud datacenter.	
34	User Management: The solution shall provide comprehensive user management	
35	Functions including tenant-specific user grouping and admin/user rights within the scope of a tenant. The tenant-admin user is considered distinct from the overall cloud solution administrator. The tenant-admin shall be able to manage own profile, tenant preferences, as well as users within the tenant/group scope. Individual users shall be able to manage their own profile and individual preferences. The solution administrator shall have the rights to all User Management functions.	
36	Cloud System should provide facility to make template from virtual machines.	
37	Cloud System should give provision to make clone of cloud virtual machine from Cloud Orchestration System.	
38	Cloud System should have provision to live migration of virtual machine to another physical servers in case of any failure.	
39	Cloud System should have provision to migration of virtual machine from one hypervisor platform to another hypervisor platform through its UI.	
40	Cloud System cloud shall continuously monitor utilization across Virtual Machines and shall intelligently allocate available resources among the Virtual Machines.	
41	The Cloud System solution shall be able to dynamically allocate and balance computing capacity across collections of hardware resources of one physical box aggregated into one unified resource pool.	
42	The Cloud System cloud solution should support detecting, in real time, resource requirements of a system in virtual environment and automatic scaling of resource parameters like RAM and CPU to compensate resource requirement in a system.	
43	The solution shall provide near zero downtime host patching with maintenance mode to move running workloads to other hosts on the platform with a consistent audit trail of the patching process.	
44	Cloud System should give provision to monitor the network traffic of cloud virtual machine.	
45	Cloud System should offer provision to analyse of amount of data transferred of each cloud virtual machine.	
46	Cloud System must offer provision to monitor uptime of each cloud virtual	

Sr.	Cloud Capabilities	Compliance(Y/N)
	machine.	
47	Cloud System must make provision of resource utilization graph i.e. RAM of each cloud virtual machine. There should be provision to set alerts based on defined thresholds. There should be provision to configure different email addresses where alerts can be sent.	
48	Cloud System must make provision of resource utilization i.e. CPU graphs of each cloud virtual machine.	
49	Cloud System must make provision of resource utilization graph i.e. disk of each cloud virtual machine. There should be graphs of each disk partition and emails should be sent if any threshold of disk partition utilization is reached.	
50	Cloud System must give provision to monitor the load of Linux/Windows servers and set threshold for alerts.	
51	Cloud System must ensure that there should be historical data of minimum 6 months for resource utilization in order to resolve any billing disputes if any.	
52	Cloud System must ensure that there are sufficient graphical reports of cloud resource utilization and available capacity	
53	Should be able to create virtual instances of required configuration without limiting to any standard templates	

3.10.2. General Cloud Requirement

#	Description	Compliance(Y/N)
1	Department intends to avail a managed Meity Government Community cloud for hosting The application at the Bidder's Data-Center.	
2	The data-centre shall be at least an Uptime/TIA 942 certified Tier III data-centre providing 99.982% services availability SLAs	
3	The data-centre shall be well equipped with physical, logical, network and infrastructure security solutions, access protection systems including physical access control, and shall maintain the logs of the access.	
4	The data-centre shall be well equipped with intrusion detection & protection systems, firewalls, system management solutions & tools, back-up & restore solutions, monitoring tools, network load balancer for applicable servers and network layer security to isolate	

#	Description	Compliance(Y/N)
5	The data-centre shall have ability to scale up or down the servers/compute resources on-demand/ as desired without significant down time.	
6	The compute infrastructure shall include the physical / virtual machines, operating systems, application servers, database server, anti-virus solutions and system management & back-up agents.	
7	The IT infrastructure should be hosted on Government Community Cloud. The cloud should have following capabilities:	
8	All the virtual machines should be auto scalable in terms of RAM and CPU.	
9	The cloud platform should be enough intelligent to predict incoming load and assign resources to virtual machines dynamically without rebooting system.	
10	Cloud platform should always allocate minimum 50% buffer resources against running load to handle sudden spikes.	
11	The cloud platform should provide high availability across virtual machines so that even if any host goes down, all guest virtual machines should be migrated to another host automatically.	
12	Cloud platform should support horizontal load balancing along with vertical. Load balancer should be used to load balance traffic. Load balancer should be able to trigger new virtual machines to handle additional load. If load goes down, newly triggered virtual machines should be recycled.	
13	Cloud provider should give department a dashboard of all virtual machines to monitor allocated and used resources by APPLICATION and associated applications.	
14	Cloud dashboard should allow to generate reports for trend analysis of system usage.	
15	Department team should be able to get the console access of any virtual machines if require.	
16	There should be provision to generate historical reports of resources utilization.	
17	There should be admin panel to create, delete, start, stop, and copy virtual machines.	
18	There must be provision to create golden image of virtual machine so that it can be used to make more machines of same configuration.	

#	Description	Compliance(Y/N)
19	There should be provision to take snapshots of machines so that working images of testing/quality machines can be taken.	

3.10.3. Cloud Portal Service Provisioning

Sr.	Description	Compliance Y/N
1	The Service provider should offer cloud service provisioning portal for in order to provision cloud services either via portal, mobile app or automated using API.	
2	Cloud service provider should enable to provision / change cloud resources through self service provisioning portal.	
3	Service provider should enable to provision / change cloud resources from application programming interface (API).	
4	The user admin portal should be accessible via secure method using SSL certificate.	
5	Should be able to take snapshot of virtual machines from provisioning portal.	
6	Should be able to size virtual machine and select require operating system when provisioning any virtual machines.	
7	Should be able to predict his billing of resources before provisioning any cloud resources.	
8	HARCO should be able to set threshold of cloud resources of all types of scalability.	
9	Should be able to provision all additional storages required for cloud services.	
10	Should be able to provision any kind of resources either static or elastic resources.	
11	Should get list of all cloud resources from provisioning portal.	
12	Should be able to set minimum and maximum number of virtual machines which will be automatically provisioned as part of horizontal scaling to handle spike in load.	

3.10.4. Web Application Firewall

#	Description	Compliance (Y/N)
1	Cloud platform should provide Web Application Filter for OWASP (Open Web Application Security Project) Top 10 protection	
2	Service provider WAF should be able to support multiple website security.	
3	Service provider WAF should be able to perform packet inspection on every request covering the 7th layers.	
4	Service provider WAF should be able to block invalidated requests.	
5	Service provider WAF should be able to block attacks before it is posted to website.	
6	Service provider WAF should have manual control over IP/Subnet. i.e., Allow or Deny IP/Subnet from accessing website.	
7	The attackers should receive custom response once they are blocked.	
8	Service provider must offer provision to customize response of vulnerable requests.	
9	Service provider WAF should be able to monitor attack incidents and simultaneously control the attacker IP.	
10	Service provider WAF should be able to Whitelist or Backlist IP/Subnet.	
11	Service provider WAF should be able to set a limit to maximum number of simultaneous requests to the web server & should drop requests if the number of requests exceed the threshold limit.	
12	The WAF should be able to set a limit to maximum number of simultaneous connections per IP. And should ban / block the IP if the threshold is violated.	
13	WAF should be able to set a limit to maximum file size, combined file size in bytes	
14	WAF should be able to limit allowed HTTP versions, request content type, restricted extensions & headers	
15	Service provider WAF should be able to limit maximum number of arguments, argument name, value, value total length etc.	
16	Should be able to BAN an IP for a customizable specified amount of time if the HTTP request is too large.	
17	Should be able to limit maximum size of request body entity in bytes	
18	The WAF should be able to close all the sessions of an IP if it is ban.	

#	Description	Compliance (Y/N)
19	Should be able to Ban IP on every sort of attack detected and the time span for ban should be customizable. There should be a custom response for Ban IP.	
20	The WAF access and security Dashboard should show a graphical representation of	
	A) For access report analysis purpose the Dashboard should contain following information:	
	i) Number of hits by status code	
	ii) HTTP status code wise hits	
	iii) HTTP methods wise hits	
	iv) Client browser wise hits	
	v) Client Operating system wise hits	
	vi) Traffic(No. of hits) per URL	
	vii) Average bytes received per request	
	viii) Average bytes sent per request	
	ix) Average time elapsed per request	
	B) For security report analysis purpose the Dashboard should contain following information:	
	i) Average score by status code	
	ii) Distribution of blocked requests	
	iii) Number of blocked requests	
	iv) OWASP Top 10 requests	
	v) Reputation tags	
	vi) IP list reputation	
	C) For network incoming and outgoing traffic captured by WAF packet filter dashboard should contain following information:	
	i) Number of packet hits	
	ii) Source IP, Destination IP wise hits	
	iii) Firewall actions(allow, deny) wise hits	
	iv) Requests per destination port wise hits	
	D) Geo map of number of hits by country	
21	WAF should support different policies for different web applications.	
22	Vendor to ensure 24x7x365 availability of WAF service.	

#	Description	Compliance (Y/N)
23	WAF should support different policies for different application section (different security zones within the app).	
24	WAF should support IP Reputation DB (DB including blacklisted IP Address, IP Address, Anonymous Proxy, Botnets, Windows Exploit etc.) along with Client Source IP address based Security Policy and dynamic source IP blocking.	
25	WAF should enforce file upload control based on file type, size etc.	
26	WAF should detect known malicious users who are often responsible for automated and botnet attacks. Malicious users may include malicious IP addresses or anonymous proxy addresses.	
27	WAF should support detection only, blocking and transparent mode.	
28	WAF solution should be capable of handling IPV4 and IPV6 traffic.	
29	WAF solution should ensure compliance and advanced protection against industry standards such as OWASP Top 10 vulnerabilities etc.	
30	Vendor must monitor, manage & maintain the WAF solution on a 24x7 basis.	
31	WAF should provide a real-time dashboard with data such as top attacks view, traffic monitoring view, etc.	
32	WAF should provide role based access control for the dashboard (role based multiple login accounts both primary and secondary to be provided).	
33	WAF should provide detailed reports for all web application attacks.	
34	WAF should be able to decrypt the SSL traffic to analyse the HTTP data and should be able to re-encrypt the SSL traffic.	
35	WAF should support SSL offloading.	
36	WAF should support body inspection, content injection, backend compression, validation of UTF8 Encoding, XML Inspection.	
37	WAF should block invalid BODY.	
38	WAF should log all transactions for auditing purpose.	
39	WAF should block desktop users User-Agent, crawlers User-Agent, suspicious User-Agent.	
40	WAF should have customizable scoring policy for each request and can block request if global score exceeds.	
41	WAF should have DOS and BF protection for all or specific URLs.	
42	WAF should have learning mode to create whitelist/blacklist rules and also block attack in learning mode.	

#	Description	Compliance (Y/N)
43	WAF should verify SSL certificate, certificate name, expiration and cipher suites. Also control over accepted TLS/SSL protocol, cipher order, CRL verification, HTTP public key pinning, OCSP stapling.	
44	WAF should allow to inject Request and Response headers for applications.	
45	WAF should support Content and URL rewriting policies.	
46	WAF should send proxy HTTP headers to backend, r rewrite cookie path, backend' s cookies encryption and override backend server HTTP errors.	
47	WAF should support force HTTP to HTTPS redirection.	
48	WAF should support URL specific rulesets and should allow/deny specific countries(GeoIP) for applications.	
49	WAF should have OS level firewall to PASS/BLOCK traffic inbound/outbound traffic	
50	WAF should allow to create custom rules for application.	
51	WAF should support Active-Active/Active-Passive failover.	

3.10.5. DRM TOOL

#	Description	Compliance YES/NO
1	The proposed solution should provide a single dashboard for Heterogeneous Environments including physical Virtual and Cloud Environments	
2	The proposed solution should support Provisioning systems and closely integrated with private / public cloud	
3	The proposed solution should provide Application / Business impact analysis from application perspective which may help understanding revenue loss, regulatory loss, cost of downtime, reputation loss to make informed business decision	
4	The proposed solution must offer real time visibility of a DR solution parameters like RPO, RTO, Maximum Tolerable Period of Disruption (MTPoD), Application Health, replication status and should provide alerts on any deviations	
5	The proposed solution should be capable of reporting important health parameters like disk space, password changes, file addition/deletion and firewall policy and custom application monitoring services etc. to ensure DR readiness	
6	The proposed solution should allow monitoring basic health parameters for DC & DR components using SNMP	
7	The proposed solution should provide capable of recovering multiple systems parallel and support inbuilt load balancing techniques for optimized recovery	
8	The proposed solution should be capable of Recovering Servers, Storage, Network, Application, DB, Webserver and Middleware layers on a click of a button	
9	The proposed solution should facilitate Ready to use solution packages for cross platform recovery	
10	The proposed solution should not rely on scripting for recovery automation	
11	The proposed solution should allow automating process document and storing it over the cloud / across data centre and provide to track through mobile and/or email	
12	The proposed solution should facilitate workflows for bringing up the applications and all the components it depends on at DR while it is up at primary site without pausing/stopping the replication	

#	Description	Compliance YES/NO
13	The proposed solution should provide API's for Hypervisor integration and automate various actions pertaining to virtual servers	
14	The proposed solution should provide out of the notification manager to provide alerts through SMS, email, etc. in case of threshold breach or threat of SLA violation	
15	The proposed solution if required, should provide out of the box exception handling manager which may allow taking remedial action in response to certain alerts/alarms	
16	The proposed solution should provide out of the box reports on RPO deviation, RTO deviation, Data lag, Application DR Readiness status and replication trending	
17	The proposed solution should provide DR drill and audit reports compliant to ISO 22301 standard and/or requirements of the Bank	
18	The proposed solution should be capable of generating reports in pdf, csv, XML format	
19	The proposed solution must support all major platforms including Linux & Windows with native high availability options. It must support both physical and virtual platforms.	
20	The proposed solution must have pre-packaged support for all popular databases Oracle, MSSQL, Sybase and DB2	
21	The proposed solution should integrate with applications/databases using pre-fabricated API's	
22	The proposed solution should have granular, role based administration and should use existing Active Directory/LDAP, SAML for authentication without the need of its own separate identity management database	
23	The proposed solution should provide completely agentless approach for DR monitoring and automation	
24	No Production down time should be requested for Installation/integration/configuration of the proposed management Product	
25	The proposed IT Disaster Recovery Manager should be capable of integrating with Business Continuity Management solutions	

3.10.6. Vulnerability Assessment and Monitoring Service

#	Description	Compliance YES/NO
1	Monitoring of Web Applications including the corporate websites etc., and protect it from malicious mobile codes like computer viruses, worms, Trojan horses, spyware, adware, key-loggers and other malicious programs. The service should be Non- Intrusive in nature and should be offered for at least 50 URLs.	
2	Malware Monitoring scanning should be performed on Daily basis. If any malware is injected into Web Applications, then immediate malware alert message is forwarded to the stake-holders. Application Audit and Vulnerability assessment on weekly basis to ascertain if any corrective action needs to be taken in application based on any observations found in the scanning.	
3	Should be able to detect malicious code injection/links, both known and unknown malware, Web-page tampering, various zero-day browser exploits etc.	
4	Should be able to identify the malware source, malware threat area and coverage, encoded Java Script and VB script and should not rely on pattern/signature-based technology.	
5	It should have minimal impact on traffic, server performance, networks etc. during deployment and operation	
6	Should be able to work in any network topology.	
7	Should be able to identify applications running on non-standard ports	
8	Should have configurable scan intervals (frequency), Configurable notification, alerting and reporting options, Configurable "whitelist" option for allowed links, Configurable scan schedules and on-demand scans.	
9	Should have Real-time instant alerting upon detection of malicious behaviour (Email or SMS).	
10	Should have detailed remediation recommendation guidance including step by step instructions on how to address the threats captured.	
11	Should have On demand Vulnerability Scanning without user intervention	
12	Should Perform a targeted scan (i.e. check for a specific set of vulnerabilities or IP Addresses).	
13	Should be able to conduct vulnerability assessment for all operating systems and their versions including but not limited to : Windows, AIX, UNIX, Linux, Solaris servers etc.	
14	Should be able to perform authenticated and unauthenticated scans	

#	Description	Compliance YES/NO
15	Should be able to detect weak password.	
16	Should be able to identify out-of-date software versions, applicable patches and system upgrades	
17	Should Flag the presence of any blacklisted software	
18	Should be able to perform On demand Application Audit for all types of websites including AJAX, WEB2.0, and obfuscated Java Script etc. and identifies vulnerabilities throughout the entire application, scanning the browser and server-side components.	
19	Should check regularly for Defacement Detection, websites changes and detect for possible defacement. Such daily defacement checks protect the brand, credibility and reputation of the bank.	
20	Should have an Executive Dashboard that provides a comprehensive synopsis of reported vulnerabilities and malware, remediation suggestions as well as several alert and support options in predefined report formats. It should have Role based access.	
21	Should be able to provide remediation information in the reports including links to patches etc.	
22	Should be able to produce a report listing all applications on a host or network, regardless of whether the application is vulnerable	
23	Should Include a library of potential vulnerabilities and rules which covers SANS (SANS Institute) top 20. This library should be customizable by administrator and changes to the same are to be traceable.	
24	Provide detailed report as spreadsheet, PDF and HTML format, customizable as per the requirement and comparable to previous assessment.	
25	Should be able to generate reports on trends in vulnerabilities on a particular asset.	
26	Should have Scan history and comparison provided in Scan Report.	
27	Should have banner grabbing feature which tries to discover web-applications in the domain.	
28	Should Support industry standard reporting including OWASP top 10 categories.	
29	Should support authenticated scanning with different authentication methods including	
	Form, HTTP basic, NTLM and digest.	
30	The web application vulnerability scanning module should be able to identify the following vulnerabilities but not limited to in the underlying application.	

#	Description	Compliance YES/NO
	· XSS	
	· Form Validation	
	· Block Malformed content	
	· Back Doors	
	· Spoofing	
	· SQL injection	
	· Directory/path traversal	
	· Forceful browsing	
	· LDAP injection	
	· SSI injections	
	· XPath injection	
	· Sensitive information leakage	
31	Should support domain reputation in Google, SURBL, Malware Patrol, Clean-Mx, Phishtank	
32	Should be able to check mail server IP and check in multiple RBL repositories	
33	Should be able to scan SQL Injections for My SQL, MSSQL, PGSQL, Oracle Databases.	
34	Should be able to scan Local file inclusion (LFI) , Remote file inclusion (RFI) , XSS - Cross Site Scripting & Malware.	
	The scanning should support\cover following	
	· Open ports scanning for Security Threats	
	· Banner detection, directory scanning & directory indexing.	
	· Full Path disclosure in the pages	
	· Password auto complete enabled fields	
35	· Page defacement detection & view state decoder	
	· Password submission method	
	· Time based scanning	
	· Robust link crawler	
	· SSL Certificate checking	
	· Web Shell Locater & Web Shell Finder	

#	Description	Compliance YES/NO
	· Reverse IP domain check	
36	Generate logs for scanner access and testing.	
37	Solution should be a tool based automated solution	
38	Solution should support scanning of static and dynamic links	
39	Solution should be independent of application platform	
40	Malware Monitoring scanning on hourly basis. If any malware is injected into Web Applications, then immediately malware alert message shall be forwarded to authority. Application Audit and Vulnerability assessment of weekly basis.	
41	It should be able to integrate with other security solutions (i.e. Security Information / Event Management, Patch Management, IDS, IPS, etc.)	
42	It should integrate with the existing / proposed WAF solution	
43	24*7 monitoring / scanning of web pages for real time detection of malware injection. No skipping of page scanning.	
44	The service provider should have the ability to provide/Create Users with various privilege levels (view only / View or take down certain incident types)	

3.10.7. Application Performance Monitoring

#	Database Monitoring	Compliance Y/N
1	APM should be able to provide Overview of database server like Database details, version etc.	
2	APM should be able to provide host details which are connected to database Server	
3	APM should be able to provide session details of all active database sessions.	
4	Monitoring & management of network link proposed as part of this solution.	
5	APM should be able to provide server configuration details.(All configurations, Advanced Configurations, RECONFIGURE Configurations, Memory Configurations)	
6	Bandwidth utilization, latency, packet loss etc.	
7	APM should be able to provide Jobs and Backup Details, including the following:	
	i) Currently executing Jobs.	

	ii) Job Steps Execution Info.	
	iii) Job Schedule Info.	
	iv) Recent Database Backup.	
	v) Back-Up within Past 24 Hours.	
9	APM should monitor and provide details on the following queries performance parameters:	
	i) Top Queries by CPU , Top Queries by I/O	
	ii) Top Waits by Waiting Tasks , Top Slow Running Queries	
	iii) Most Frequently Executed Queries, Most Blocked Queries	
	iv) Top Queries by Lowest Plan Reuse, Cost of Missing Indexes	
9	APM should provide to set following monitoring parameters for continuous monitoring:	
	i) Total Server Memory, SQL Cache Memory	
	ii) Optimizer Memory, Lock Memory	
	iii) Connection Memory, Target Server Memory	
	iv) Granted Work Space Memory, Buffer Cache Hit Ratio	
	v) Page Lookups/Sec, Pages Read/Sec	
	vi) Page Life Expectancy (ms)	
	vii) User Connections, Logins/Sec	
	viii) Logouts/Sec, Cache Hit Ratio	
	ix) Cache Count, Cache Pages	
	x) Lock Requests/Sec, Lock Wait/Sec	
	xi) Lock Timeout/Sec , Full Scans/Sec	
	xii) Range Scans/Sec, Probe Scans/Sec	
	xiii) Work Files Created/Sec, Work Tables Created/Sec	
	xiv) Index Searches/Sec, Latch Waits/Sec	
	xv) Average Latch Wait Time, Batch Requests/Sec	
	xvi) SQL Compilations/Sec, SQL Recompilations/Sec	

	xvii) Auto-Param Attempts/sec, Failed Auto-Params /Sec	
	xviii) Safe Auto-Params/Sec, Unsafe Auto-Params/Sec	
	xix) Availability	
#	Web Service Monitoring	Compliance Y/N
1	APM should provide website details hosted on web server.	
2	APM should provide application details running on web server.	
3	Monitoring & management of network link proposed as part of this	
4	Bandwidth utilization, latency, packet loss etc.	
5	APM should consist of the following monitoring parameters:	
	i) Site Status, Total Bytes Sent	
	ii) Bytes Sent/Sec, Total Bytes Received	
	iii) Bytes Received/Sec, Total Bytes Transferred	
	iv) Bytes Total/Sec, Total Files Sent	
	v) Files Sent/Sec, Total Files Received	
	vi) Files Received/Sec, Current Connections	
	vii) Maximum Connections, Total Connection Attempts	
	viii) Total Logon Attempts, Service Uptime	
#	Application	Compliance Y/N
1	APM should consist of the following monitoring parameters:	
	i) Memory Monitoring	
	ii) Web Applications and Deployments	
	iii) Connections, Transactions, Queries	
	iv) Web Metrics	
	v) Transactions	
	vi) Availability	
2	Monitoring & management of network link proposed as part of this solution.	
3	Bandwidth utilization, latency, packet loss etc.	

3.10.8. SIEM Service

Sr. No.	SIEM Description	Compliance (Y/N)
1	The solution should be able to handle a minimum of Avg 5.06 Eps / Device	
2	The solution should be scalable by adding additional receivers and still be managed through a single, unified security control panel.	
3	The solution should be capable of real time analysis and reporting.	
4	The platform should not require a separate RDBMS for log collection, web server or any kind of application software for its installation.	
5	The solution should be able to assign risk scores to your most valuable asset. The risk value could be assigned to a service, application, specific servers, a user or a group. The solution should be able to assign and consider the asset criticality score before assigning the risk score.	
6	The relative risk of each activity should be calculated based on values assigned by the Asset Administrator.	
7	The activities should be separated by levels of risk for the company: very high, high, medium, low and very low.	
8	The SIEM receiver/log collection appliance must be an appliance based solution and not a software based solution to store the data locally, if communication with centralized correlator is unavailable.	
9	The solution should be able to collect logs via the following ways as inbuilt into the solution: Syslog, OPSec, agent-less WMI, RDEP, SDEE, FTP, SCP, External Agents such as Adiscon.	
10	The solution should provide a data aggregation technique to summarize and reduce the number of events stored in the master database.	
11	The solution should provide a data store which is compressed via flexible aggregation logic.	
12	The data collected from the receiver should be forwarded in an encrypted manner to SIEM log storage.	
13	The solution should provide pre-defined report templates. The reports should also provide reports out of the box such as ISO 27002.	
14	The solution should provide reports that should be customizable to meet the regulatory, legal, audit, standards and management requirements.	
15	The solution should also provide Audit and Operations based report, Native support for Incident management workflow.	

Sr. No.	SIEM Description	Compliance (Y/N)
16	The solution should have single integrated facility for log investigation, incident management etc. with a search facility to search the collected raw log data for specific events or data.	
17	A well-defined architecture along with pre and post installation document need to be shared by the bidder.	
18	The solution should have a scalable architecture, catering multi-tier support and distributed deployment.	
19	The solution should support collection of events/logs and network flows from distributed environment(s).	
20	The solution should correlate security/network events to enable the SOC to quickly prioritize it's response to help ensure effective incident handling.	
21	The solution should integrate asset information in SIEM such as categorization, criticality and business profiling and use the same attributes for correlation and incident management.	
22	The solution should provide remediation guidance for identified security incident:	
23	a) Solution should be able to specify the response procedure (by choosing from the SOPs) to be used in incident analysis/remediation.	
24	The solution should facilitate best practices configuration to be effectively managed in a multi-vendor and heterogeneous information systems environment.	
25	The solution should provide capability to discover similar patterns of access, communication etc. occurring from time to time, for example, slow and low attack.	
26	The solution should perform regular (at least twice a year) health check and fine tuning of SIEM solution and should submit a report.	
27	The solution should share the list of out of the box supported devices/log types.	
28	The solution should support hierarchical structures for distributed environments. The solution should have capability for correlation of events generated from multiple SIEM(s) at different location in single management console.	
29	The event correlation on SIEM should be in real time and any delay in the receiving of the events by SIEM is not acceptable.	
30	The solution should support internal communication across SIEM-components via well-defined secured channel. UDP or similar ports should not be used.	
31	Event dropping/caching by SIEM solution is not acceptable and same should be reported and corrected immediately.	
32	The solution should be able to facilitate customized dashboard creation, supporting dynamic display of events graphically.	

Sr. No.	SIEM Description	Compliance (Y/N)
33	The solution should be able to capture all the fields of the information in the raw logs.	
34	The solution should support storage of raw logs for forensic analysis.	
35	The solution should be able to integrate logs from new devices into existing collectors without affecting the existing SIEM processes.	
36	The solution should have capability of displaying of filtered events based on event priority, event start time, end time, attacker address, target address etc.	
37	The solution should support configurable data retention policy based on organization requirement.	
38	The solution should provide tiered storage strategy comprising of online data, online archival, offline archival and restoration of data. Please elaborate on log management methodology proposed.	
39	The solution should compress the logs by at least 70% or more at the time of archiving.	
40	The solution should have capability for log purging and retrieval of logs from offline storage.	
41	Solution should be capable of replicating logs in Synchronous as well as Asynchronous mode for replication from Primary site to DR site.	
42	The solution should provide proactive alerting on log collection failures so that any potential loss of events and audit data can be minimized or mitigated.	
43	The solution should provide a mechanism (in both graphic and table format) to show which devices and applications are being monitored and determine if a continuous set of collected logs exist for those devices and applications.	
44	The solution should support automated scheduled archiving functionality into file system.	
45	The solution should support normalization of real time events.	
46	The solution should provide a facility for logging events with category information to enable device independent analysis.	
47	The platform should be supplied on Hardened OS embedded in Hardware / Virtual Appliance. The storage configuration should offer a RAID configuration to allow for protection from disk failure.	
48	The platform should have High Availability Configuration of necessary SIEM components to ensure there is no single point of failure. Please describe the architecture proposed to meet this requirement.	
49	By default at the time of storage, solution should not filter any events. However, solution should have the capability of filtering events during the course of correlation and report generation.	

Sr. No.	SIEM Description	Compliance (Y/N)
50	The solution should ensure the integrity of logs. Compliance to regulations should be there with tamper-proof log archival.	
51	The solution should be able to continue to collect logs during backup, defragmentation and other management scenarios.	
52	The solution should support collection of logs from all the devices quoted in RFP.	
53	The collection devices should support collection of logs via the following but not limited methods:	
54	1. Syslog over UDP / TCP	
55	2. SNMP	
56	3. ODBC (to pull events from a remote database)	
57	4. FTP (to pull a flat file of events from a remote device that can't directly write to the network)	
58	5. Windows Event Logging Protocol	
59	7. NetBIOS	
60	The solution should allow a wizard / GUI based interface for rules (including correlation rules) creation as per the customized requirements. The rules should support logical operators for specifying various conditions in rules.	
61	The solution should support all standard IT infrastructure including Networking & Security systems, OS, RDBMS, Middleware, Web servers, Enterprise Management System, LDAP, Internet Gateway, Antivirus, and Enterprise Messaging System, Data loss prevention (DLP) etc.	
62	The solution should have provision for integration of the following:	
63	d) Inclusion of "Application context".	
64	Solution should have license for minimum 10 users for SIEM administration.	
65	The solution should have the ability to define various roles for SIEM administration, including but not limited to: Operator, Analyst, SOC Manager etc. for all SIEM components.	
66	The solution should support SIEM management process using a web based solution.	
67	The solution should support the following co- relation:	
68	Statistical Threat Analysis - To detect anomalies.	
69	Susceptibility Correlation - Raises visibility of threats against susceptible hosts.	
70	Vulnerability Correlation - Mapping of specific detected threats to specific / known vulnerabilities	

Sr. No.	SIEM Description	Compliance (Y/N)
71	Rules-based Correlation - The solution should allow creating rules that can take multiple scenarios like and create alert based on scenarios.	
72	The solution should have the capability to correlate based on the threat intelligence for malicious domains, proxy networks, known bad IP's and hosts.	
73	The solution should provide ready to use rules for alerting on threats e.g., failed login attempts, account changes and expirations, port scans, suspicious file names, default usernames and passwords, High bandwidth usage by IP, privilege escalations, configuration changes, traffic to non-standard ports, URL blocked, accounts deleted and disabled, intrusions detected etc.	
74	The solution should support the following types of correlation conditions on log data:	
75	a) One event followed by another event	
76	b) Grouping, aggregating, sorting, filtering, and merging of events.	
77	c) Average, count, minimum, maximum threshold etc.	
78	Solution should provide threat scoring based on:	
79	a) Host, network, priority for both source	
80	& destination	
81	b) Real-time threat, event frequency, attack level etc.	
82	The solution should correlate and provide statistical anomaly detection with visual drill down data mining capabilities.	
83	The solution should have the capability to send notification messages and alerts through email, SMS, etc.	
84	The solution should support RADIUS and LDAP / Active Directory for Authentication.	
85	The solution should provide highest level of enterprise support directly from OEM.	
86	The solution should provide a single point of contact directly from OEM for all support reported OEM.	
87	The solution should ensure continuous training and best practice updates for onsite team from its backend resources.	
88	Solution should support log integration for IPv4 as well as for IPv6.	
89	Solution should provide inbuilt dashboard for monitoring the health status of all the SIEM components, data insert/retrieval time, resource utilization details etc.	
90	Solution should support at least 100 default correlation rules for detection of network threats and attacks. The performance of the solution should not be affected with all rules enabled.	

Sr. No.	SIEM Description	Compliance (Y/N)
91	The central management console/ Enterprise Security managers/receivers should be in high availability.	
92	24/7 extensive monitoring of the cloud services and prompt responses to attacks and security incidents	
93	Recording and analysing data sources (e.g. system status, failed authentication attempts, etc.)	
94	24/7 contactable security incident handling and troubleshooting team with the authority to act	
95	Obligations to notify the customer about security incidents or provide information about security incidents potentially affecting the customer	
96	Provision of relevant log data in a suitable form	
97	Logging and monitoring of administrator activities	

CHAPTER - 4

PENALTIES

4.1 Penalty for Delivery

The system is to be delivered within stipulated time from the date of order:-

- i. For this purpose, **delivery** means delivery of all the ordered application software including the set of document/CDs/DVDs on operational use of the application software, one set of cartridge tapes/CD/DVD ROM containing the original system software and all the relevant documentation.
- ii. If the bidder fails to deliver within stipulated time schedule, the purchaser shall, without prejudice to its other remedies under the rate contract, deduct penalty at the rate of 1% of the order value of undelivered application software for per week of delay, as late delivery charges until actual delivery of the application software subject to a maximum of 10% of the order value.
- iii. The Bank is entitled to withhold (deduct) from the purchase price or any other amount, which is due to bidder from the contract.
- iv. The Bank reserves the right to cancel the order in case complete delivery/services are not affected within the stipulated time.

4.2 Penalty for installation

Penalty will be charged @1% per week of order value delay in installation, subject to maximum 10% of total cost (out of total order value), which will be over & above the late delivery charges.

ANNEXURE -I

Bid Forwarding Letter

(To be submitted on Bidder's Letter Head)

Ref No _____ dated _____

Managing Director,
The Haryana State Co-operative Bank
Bank Square, Sector 17 B
Chandigarh- 160017, India

Dear Sir,

Identification of Application Service Provider for Migration/ Upgradation of Core Banking Solution from Finacle 7.x to Finacle 10.2.25 and Maintenance for 5 Years - Based on Application Service Provider (ASP) model – HARCO Bank and 19 DCCBs with their Head Office and Branches in Haryana State.

We, the undersigned, offer to submit our Bid in response and accordance with your tender _____ dated _____ having examined the tender document including all Annexures carefully, we are hereby submitting our proposal along with all the requisite EMD and other documents as desired by the Bank.

If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this Bid together with your written acceptance thereof shall constitute a binding contract between us.

Further, we agree to abide by all the terms and conditions as mentioned herein in the tender document. We agree to abide by this offer till 180 days from the date of last day for submission of offer (Bid).

We agree, that the rates quoted by us would serve as a rate contract for future additional services.

We hereby agree to participate and abide by the methods of evaluation indicated in the RFP.

We have also noted that HARCO BANK reserves the right to consider/ reject any or all Bids without assigning any reason thereof.

We understand that the Bank is not bound to accept any proposal it receives.

Dated at _____ day of _____ 2024.

Yours sincerely,

Date _____ Signature of Authorized Signatory:

Place _____

Name of the Authorized Signatory:

Designation _____

Phone & E-mail:

Name of the Organization & Seal

Annexure II - Details of Bidder

S. N.		Documents to be Submitted	Service Provider's Response (to be filled in by Service Provider)
1	Name of the Bidder		
2	Year of establishment		
3	Ownership Bidder		
4	Registration number and date of registration.	<i>Copy of Registration Certificate.</i>	
5	Registered Office Address.		
6	GST Number	<i>Copy of GST Registration certificate</i>	
7	PAN No.	<i>Copy of PAN number.</i>	
8	Promotor / Director Details		
A	Name		
B	Designation (Promoter / Director)		
C	Mobile No.		
D	Mail Id		
9	Address of Bidder Office at XXXX with contact numbers		
A	Address		
B	Land Line No.		
C	Mail Id.		
10	Contact Details of Bidders authorized Representative (on whose behalf Power of Attorney issued).		
A	Name		
B	Designation		
C	Mobile No.		
D	Mail id		
E	Specimen Full Signature and initials.		

S. N.	Documents to be Submitted	Service Provider's Response (to be filled in by Service Provider)
11	MSME Details	
A	Whether Bidder MSME (Yes/No)	
B	MSME Registration No	
C	Date till which MSME Certificate is valid.	
D	Attested Copy of MSME Certificate attached. (Yes /No)	
12	Bank Account Details	
A	Bank Name	
B	Account Number	
C	IFSC Code	
D	Account Type	
E	Copy of Cancelled Cheque attached. (Yes /no)	
F	Bank Mandate form as per Annexure-VII attached. (Yes/No).	

I certify that the above-mentioned information and the relevant annexure andenclosures are true and correct.

Date:

Name of the Authorized SignatoryPlace:

Designation

Name of Organisation Seal

2 Bidder response should be complete with all relevant documentsattached.

3 Documentary proof, sealed and signed by authorized signatory, should be submitted

- 4 *Details of clients and relevant contact details are mandatory. Bidders may take necessary approval of the clients in advance before submission of related information. HARCO BANK will not make any separate request for submission of such information.*
 - 5 *HARCO BANK, on behalf of all participating banks, will contact the Bidder referenced customer for verifications of facts and, the Bidder may ensure that the customer is intimated in this regard. Further, in case HARCO BANK feels to visit the referenced customer, the Bidder to take necessary approvals for the same. HARCO BANK will not make any separate request to the Bidder's customers.*
 - 6 *Proposal of the Bidders are liable to be rejected in case of incomplete information or non-submission of documentary proof.*
-

1. ANNEXURE III – Letter of Authorization to Bid

(To be executed on non-judicial stamp paper of Rs.500/-)

Ref No _____ dated _____

The Managing Director,
The Haryana State Co-operative Bank
Bank Square, Sector 17 B
Chandigarh- 160017, India

Dear Sir,

Subject: Authorization Letter for submitting Bid documents. “ _____ ” dated “ _____ ”
This has reference to your above RFP for Identification of Application Service Provider for Migration/ Upgradation of Core Banking Solution from Finacle 7.x to Finacle 10.2.25 and Maintenance for 5 Years - Based on Application Service Provider (ASP) model

. Mr./Mrs./Miss _____ is hereby authorized to submit the Bid documents on website of HARCO Bank, to participate in the tender and to sign the contract on behalf of our organization for all the services / systems/ goods required by Banks and as called for vide HARCO BANK’s request for proposal vide RFP _____ dated _____.

We confirm that all the prices quoted in tender by him/ her shall be binding on us. He/ She is also authorized to take decisions on behalf of the company till RFP process is completed. Certified Xerox copy of Power of Attorney (P/A) of the person authorizing such person is duly submitted.

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

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

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

Note: 1. This letter of authority should be on the letterhead of the Bidder on whose behalf the proposal is submitted and should be signed by company secretary.

2. ANNEXURE IV – Non-Blacklisting/ Non –Debarment Declaration

(On the Organization’s letterhead)

Part A. In the case of a Proprietary Concern:

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s. _____ which is submitting the accompanying Bid/Tender nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a Managing Partner have been placed on black list declared by any Bank, Financial Institution, Govt.'s Vendor Black List or debarred except as indicated below:

(Here give particulars of blacklisting/debarment and in absence thereof state “NIL”)

Part B. In the case of a Partnership Firm:

We hereby declare that neither we, M/s. _____, submitting the accompanying Bid/Tender nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern have or has been placed on blacklist declared by any Bank, Financial Institution, Govt's Vendor Black List or debarred, except as indicated below

(Here give particulars of blacklisting/debarment and in the absence thereof state “NIL”)

Part C. In the case of Company:

We hereby declare that we have not been placed on any black list declared by declared by any Bank, Financial Institution, Govt's Vendor Black List or debarred, except as indicated below:

(Here give particulars of black listing/debarment and in the absence thereof state “NIL”)

* We hereby declare that, we have not withdrawn any bid after being selected as L1

It is also understood that if this declaration is found to be false in any particular, HARCO BANK shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated.

Signature of Bidder: _____

Place:

Date:

Name of Signatory: _____

3. ANNEXURE V – Earnest Money Deposit/Bid Security Form

Ref No _____ dated _____

Managing Director,
The Haryana State Co-operative Bank
Bank Square, Sector 17 B
Chandigarh- 160017, India

Dear Sir

WHEREAS the The Haryana State Co-operative Bank (hereinafterreferred to as HARCO BANK, which expression shall, include its successorsand assigns) has, invited tenders for Identification of System Integrator for Migration/Upgradation, Implementation and Maintenance of Finacle 10.2.x CBS.

WHEREAS M/s _____
who are our constituents (hereinafter referred to as "the Tenderers", which expression shall include the successors and assigns) have taken the tender for the said work.

(2) AND WHEREAS it is one of the condition of the said tender that the Tenderer shall deposit with the HARCO BANK at the time of submitting the tender a sum of ` _____/- (Rupees _____
-----only) as and by way of Bid Security (BS), which BS shall not bear any interest and which shall be liable for forfeiture in the event of the Tenderer, after acceptance of his tender by HARCO BANK, failing to observe any of the terms and conditions of the tender or the Tenderer not supplying the said software to the satisfaction of HARCO BANK and / or its Consultants.

(3) AND WHEREAS at the request of the Tenderer, HARCO BANK has agreed not to insist for payment of the said BS in cash and accept the guarantee from a Scheduled Commercial Bank in lieu thereof and have agreed to accept the same from us, the Bank i.e.

_____ (Name of the Bank) on behalf of the tenderer, as hereinafter contained.

In the premises aforesaid and in consideration of HARCO BANK having agreed at our request to exempt the tenderer from depositing the said EMD in cash. We, _____ Bank having our

Head Office at _____ and one of our Branches at _____ do hereby unconditionally and irrevocably guarantee unto the HARCO BANK that the Tenderer will execute the Agreement soon upon acceptance of the tender by HARCO BANK and will diligently, efficiently and satisfactorily perform all their obligations under the various terms and conditions of the said tender (read with any amendments made thereto by mutual consent of HARCO BANK and the Tenderer) and supply the said software in the satisfaction of the HARCO BANK / its Consultants within the time stipulated therein, failing which WE the _____ Bank shall, on demand and without demur, pay unto the HARCO BANK the sum of ` ----- /- (Rupees _____ only) at its office in SCO 78-80, Scetor 17B, Chandigarh.

We

_____ Bank

further covenant that:

- (a) We shall pay the aforesaid sum on demand made in writing by HARCO BANK without reference to the Tenderers and notwithstanding any dispute or difference that may exist or arise between the HARCO BANK and the Tenderers;
 - (b) this guarantee shall be a continuing guarantee and shall not be revoked by us without prior consent in writing of HARCO BANK.
 - (c) the decision of HARCO BANK on the breach of any of the terms and conditions of the said contract / tender by the Tenderers or their failure to perform their obligations or discharge their duties under the said tender / contract shall be final and binding on us and shall not be disputed by us inside or outside the court, tribunal, arbitration or other authority;
 - (d) the notice of demand in writing issued by HARCO BANK shall be conclusive proof as regards the amount due and payable to HARCO BANK under this guarantee and it shall not be disputed by us either inside or outside the court, tribunal or arbitration or other authority;
 - (e) any neglect or forbearance on the part of HARCO BANK in enforcing any of the terms and conditions of the said tender / contract or any indulgence shown by HARCO BANK to the Tenderer or any variation in the said tender / contract terms made by mutual agreement between HARCO BANK and the Tenderer or any other act or deed on the part of HARCO BANK which but for this clause may have the effect of discharging us under the law relating to guarantee / sureties shall not discharge us from our obligations herein and we shall be discharged only by compliance by the Tenderers with all their obligations / duties under the said tender / contract or by payment of the sum.
-

- (f) this guarantee shall not be affected by any infirmity or absence or irregularity in the exercise of the powers by or on behalf of the tenderers to submit the said tender and enter into the said contract or any change in the constitution or dissolution of the Tenderers or change in its name;
- (g) it shall not be necessary for HARCO BANK to exhaust its remedies against the Tenderers before invoking this guarantee and the guarantee therein contained shall be enforceable against us notwithstanding any other security which the HARCO BANK may have obtained or may hereafter be obtained from the Tenderers at the time when this guarantee is invoked is outstanding and unrealized;
- (h) We hereby agree that this guarantee shall be valid and be in force for a period of 180 days from the date of opening of technical bid i.e. _____ . However, the guarantee given to HARCO BANK may have to be extended if the Performance Bank Guarantee to the concerned banks is not submitted within the above date. We hereby agree to renew this guarantee for such further period or periods at the request of HARCO BANK in the event of the works specified in the Tender are finally awarded to the Tenderers and / or the works awarded are not completed within the stipulated period and such renewal shall be entirely at the cost and expense of the Tenderer.
- (i) Any claim arising under this guarantee shall be preferred by HARCO BANK within a period of six months from the aforesaid date of expiry i.e. _____ or, in the event of any renewal, within a period of six months from the date of expiry of such renewed period extended by such renewal, and unless the claim is so preferred against us, we shall stand discharged of all our liabilities hereunder.

Yours faithfully

For and on behalf of Bank

(Authorized Official)

All Confidential Information shared pursuant to the NDA is required to be maintained as confidential in perpetuity unless such information falls within the exceptions set out therein.

4. ANNEXURE VI – Statement of Deviations

The Statement of Deviation allows a Bidder to request for deviations in their scope of work. The specific clause referred to in Annexure I is a representation that the Bidder will abide by all terms of the RFP.

Bidder is required to provide details of all deviations, comments and observations or suggestions in the following format with seal and signature. It also needs to provide a reference of the page number, state the clarification point as stated in tender document and the comment/ suggestion/ deviation that you propose as shown below.

HARCO BANK on behalf of the participating banks, may at its sole discretion accept or reject all or any of the deviations, however it may be noted that the acceptance or rejection of any deviation by HARCO BANK will not entitle the Bidder to submit a revised Technical or Commercial Bid.

Tender No: /		dated _____			
Sr. NO.	Page Number	Section Number	Clarification stated in Document	point as in the tender	Comment/ Suggestion/ Deviation
1.					
2.					
3.					
4					
5					
6					

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

5. ANNEXURE VII – Bank Mandate Form

(To be submitted in Duplicate)

1.	Name of Bidder/Organisation			
2	Address of the Bidder/Organisation			
	City		E-mail id	
	Pin Code		Mobile: No.	
	Phone No. with STD code			
3	Permanent Account Number			
4	GST Number			
5	MSE Registration / CA Certificate 3 (if applicable)			

6. Particulars of Bank account:

Beneficiary Name																
Bank Name		Branch Name														
Branch Place		Branch City														
PIN Code		Branch Code														
MICR No.																
Account type		Saving	Current	Cash Credit												
Account No. <i>(as appearing in the Chequebook)</i>																
Please attach a cancelled cheque of your Bank for ensuring accuracy of the Bank name, branch name & code and Account Number																
IFSC CODE		For RTGS Transfer		For NEFT transfer												

7. I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold HARCO BANK responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through RBI RTGS/NEFT.

Place : _____

Date : _____

Signature of the party / Authorized Signatory

Certified that particulars furnished above are correct as per our records.

Bank's stamp

(Signature of the Authorized Official from the Bank's) Date : _____

8. ANNEXURE VIII – Compliance Statement

(To be submitted on Bidder's letter head)

Declaration

Ref No _____ dated _____

Compliance	Description	Bidder Response (Yes/ No)
Special Terms & Conditions, General Terms & Conditions	We hereby undertake and agree to abide by all the terms and conditions including annexures, corrigendum(s) etc. stipulated by the Bank in this RFP. (Any deviation may result in disqualification of Bids)	
Scope of Work	We certify that the proposal submitted by us is as per the scope of work stipulated in the RFP. (Any deviation may result in disqualification of Bids)	

HARCO BANK on behalf of the participating banks, reserves the right to reject the Bid, if the Bid is not submitted in proper format as per RFP.

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

Date:

9. ANNEXURE IX – Non Disclosure Agreement

(To be executed on a non-judicial stamped paper of requisite value based on place of execution)

This Non-Disclosure Agreement made and entered into at this..... day of 2023 BY AND BETWEEN Company Limited, a company incorporated under the Companies Act, 1956 / 2013 having its registered office at (hereinafter referred to as the “Bidder”, which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART;

AND

The Haryana State Co-operative Bank a body corporate established under an Haryana Cooperative Societies Act 1966, viz. The Haryana State Co-operative Bank Bank Square, Sector 17 B Chandigarh- 160017, India (hereinafter referred to as “HARCO BANK” which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the OTHER PART.

The Bidder and HARCO BANK are hereinafter collectively referred to as “Parties” and individually as “Party”.

WHEREAS:

1. HARCO BANK, at the request of participating banks floated a Request for Proposal to appoint a Bidder for Identification of Application Service Provider for Migration, Implementation and Maintenance of Finacle 10.2.25 CBS for DCCB Cooperative Banks, the scope of which is specified in RFP Ref No. xxxxx dated ___ and whereas
2. The Bidder proposes to Bid for the work through an RFP process. In the course of such assignment, it is anticipated that HARCO BANK or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the Bidder some Confidential Information (as hereinafter defined), to enable the Bidder to carry out the aforesaid exercise (hereinafter referred to as " the Purpose").

NOW, THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the above premises and HARCO BANK granting the Bidder and or his agents, representatives to have specific access to HARCO BANK property / information and other data it is hereby agreed by and between the Parties hereto as follows:

1. Definitions

(i) Confidential Information” means all information that HARCO BANK designates as being confidential or which the circumstances surrounding the disclosure ought to be treated as confidential. It includes all information disclosed/furnished by HARCO BANK or any such information which comes into the knowledge of the Bidder during the course of engagement, whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the Bidder to carry out

the assignment, and shall mean and include, without limitation (1) data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential"; (2) information relating to installed or purchased Disclosing Party material or hardware products, the information relating to general architecture of Disclosing Party's Asset and Liability Management Application, information relating to nature and content of data stored within Asset and Liability Management Application or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement; (3) Information such as any trade secrets, discoveries, ideas, concepts, techniques, materials, formulae, compositions, information, data, results, plans, surveys and/or reports of a technical nature or concerning research and development and/or engineering activity, commercial, financial, scientific or technical information, patent and trademark applications, process designs, process models, drawings, plans, designs, data, databases and extracts there from, formulae, methods, know-how and other intellectual property, marketing and pricing information, and other strategies, concepts, ideas; (4) technical or business information or material not covered in (i); (5) proprietary or internal information relating to the current, future and proposed products or services of HARCO BANK including, financial information, process/flow charts, business models, financial reports, business plans, customer lists, products or production processes, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties; (6) information disclosed pursuant to this agreement including but not limited to Information Security policy and procedures, internal policies and plans and Organization charts etc.; and (7) all such other information which by its nature or the circumstances of its disclosure is confidential Confidential Information in oral form should be identified as confidential at the time of disclosure and confirmed as such in writing within fifteen days of such disclosure

(ii) "Intellectual Property Rights" means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know-how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.

2. Confidentiality

- i) The Bidder may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the Purpose stated above. Bidder shall not, without prior written permission of HARCO BANK, use or disclose for its own or any third party's benefit any Confidential Information received hereunder for purposes other than the Purpose.
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- ii) Confidential Information shall at all times remain the sole and exclusive property of HARCO BANK. Upon completion of the Bid Process Confidential information shall be returned to HARCO BANK or destroyed at its directions. The destruction of information if any, shall be witnessed and so recorded, in writing, by an authorized representative of each of the Parties. Nothing contained herein shall in any manner impair or affect rights of HARCO BANK in respect of the Confidential Information.
 - iii) Neither Bidder nor any of its employees or agents or Consortium Partners or any of its employees or agents shall attempt to acquire or appropriate any right or title in or to the Confidential Information whether by means of patent application or otherwise.
 - iv) In the event Bidder is legally compelled to disclose any Confidential Information in a judicial, administrative or governmental proceeding, Bidder shall give sufficient notice of 45 days to HARCO BANK to prevent or minimize to the extent possible, such disclosure. Bidder shall disclose to third party i.e. any Confidential Information or the contents of this Agreement without the prior written consent of HARCO BANK. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder will apply to its own similar confidential information but in no event less than reasonable care.
 - v) Further disclosure of Confidential Information received hereunder shall be limited to Bidder's employees who need access to the Confidential Information for submitting the RFP and prior to the disclosure of any Confidential Information, Bidder shall inform each employee of the confidential nature of the Confidential Information and shall expressly require that the employee agrees to handle the Confidential Information in accordance with this Agreement. Each Party shall be fully responsible for any breach of any obligation of secrecy or limited use by its employees.
 - vi) Bidder may disclose Confidential Information to its Affiliates if and to the extent this is required to achieve the Purpose provided that such Affiliates are bound by obligations of confidentiality and limited use at least as restrictive as those set forth herein, and further provided that any breach thereof by such Affiliates shall be deemed a breach by Bidder hereunder.
 - vii) The Bidder agrees to notify HARCO BANK immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.
 - viii) Confidential Information does not include information which as is shown by competent written evidence:
 - (a) Is or subsequently becomes legally and publicly available without breach of this Agreement or the RFP, at the time of disclosure.
 - (b) After disclosure, becomes part of the public domain by publication or otherwise through no fault or breach by the Bidder.
 - (c) Was rightfully in the possession of the Bidder without any obligation of confidentiality prior to receiving it from HARCO BANK, or prior to entering into this RFP. The recipient shall have the burden of proving the source of information herein above mentioned.
 - (d) Was rightfully obtained by the Bidder from a source other than HARCO BANK without any obligation of confidentiality,
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(e) was developed by for the Bidder independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

(f) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality.

(g) is released from confidentiality with the prior written consent of the other Party.

The Receiving Party shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient.

3. Publications

The Bidder shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this RFP, the contents / provisions thereof, other information relating to this Agreement, including references whether through media, social network or otherwise, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of HARCO BANK.

4. Term

This Agreement shall be effective from the date of execution hereof and shall continue till submission of Bid. The Bidder hereby agrees and undertakes to HARCO BANK that immediately on submission of Bid it would forthwith cease using the Confidential Information and further as directed HARCO BANK promptly return or destroy, under information to HARCO BANK, all information received by it from HARCO BANK for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The Bidder further agrees and undertake to HARCO BANK to certify in writing to HARCO BANK that the obligations set forth in this Agreement have been fully complied with.

5. Title and Proprietary Rights

Notwithstanding the disclosure of any Confidential Information by HARCO BANK to the Bidder, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with HARCO BANK. Inventions, improvements or discoveries made by Bidder using any Confidential Information hereunder as well as all intellectual property rights arising in this connection shall be the sole and absolute property of HARCO BANK. Bidder shall promptly notify HARCO BANK in writing of any such invention, improvement or discovery and assign and transfer to HARCO BANK promptly and all right and title in such invention, improvement or discovery. Bidder shall be compensated for the invention, improvement or discovery in case such is being used by HARCO BANK for commercial usage.

6. Return of Confidential Information

Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all the copies, materials, abstracts, extracts, samples, notes, modules thereof, all analyses, summaries, memoranda or other notes made by the Bidder, and all other physical or electronic media containing Confidential Information, except for one

copy which may be retained by an authorized legal representative of the Bidder solely for purposes of assuring compliance hereunder and except that electronic data comprised of Confidential Information of HARCO BANK, as stored on Bidder's electronic data systems to the Disclosing Party within seven (07) days after receipt of notice, and (iii) upon request of Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

7. Remedies

- 7.1 The Bidder acknowledges the confidential nature of Confidential Information and breach of any provision of this Agreement by the Bidder will result in irreparable damage to HARCO BANK for which monetary compensation may not be adequate and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof. HARCO BANK shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibiting the Bidder, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement. Any claim for relief to HARCO BANK shall include HARCO BANK's costs and expenses of enforcement (including the attorney's fees).
- 7.2 The Bidder shall notify HARCO BANK immediately upon discovery of any unauthorized use or disclosure of Confidential Information, and will cooperate with HARCO BANK in every reasonable way to help HARCO BANK regain possession of the Confidential Information and prevent further unauthorized use thereof.
- 7.3 The Bidder acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that HARCO BANK shall be entitled, without waiving any of its rights or remedies, to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction, HARCO BANK shall also have the right to impose the following consequences on the Bidder.
- a. Suspension of access privileges for Bidder
 - b. Requiring the Bidder to change personnel assigned to the relevant job in relation to which breach has occurred;
 - c. Financial liability for all direct damages which HARCO BANK has incurred as a result of breach of the terms of this Agreement by the Bidder or its employees or advisors or representatives.

HARCO BANK may visit the Bidder's premises, with reasonable prior notice and during normal business hours, to review the Bidder's compliance with the terms of this Agreement. The particulars of visit and verification of the relevant documents shall be decided by HARCO BANK and communicated to the Bidder with prior intimation.

8. Entire Agreement, Amendment, Assignment

This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements relating to non-disclosure between

the parties. The Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

Neither Party shall be obligated to the other hereunder to enter into any further contractual arrangements. Disclosure of Confidential Information hereunder shall be limited to the Purpose; and further agreements, if any, shall be subject to terms and conditions to be mutually agreed by both Parties.

9. Miscellaneous

- 9.1 Any software, material and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.
- 9.2 Neither Party grants to the other Party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the Parties, or any license rights whatsoever in any patent, copyright or other Intellectual Property rights pertaining to the Confidential Information.
- 9.3 HARCO BANK makes no representation or warranty whether express or implied, with respect to the accuracy, truthfulness, completeness lawfulness, and merchantability, fitness for a particular purpose, title, non-infringement, or anything else of any Confidential Information provided to Bidder hereunder and Bidder agrees that HARCO BANK and its Affiliates shall not incur any liability to Bidder as a result of Bidder's use of or reliance on the Confidential Information hereunder.
- 9.4 In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written
- 9.5 Nothing contained herein shall be deemed to be an obligation on HARCO BANK to disclose any Confidential Information.
- 9.6 Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the Parties, their successors and assigns.
- 9.7 If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. All obligations created by this Agreement shall survive change or termination of the Parties' business relationship.

10. Suggestions and Feedback

Either Party from time to time may provide suggestions, comments or other feedback to the other Party with respect to Confidential Information provided originally by the other Party (hereinafter "**Feedback**"). Both Parties agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the Receiving Party. However, the Receiving Party shall not disclose the source of any Feedback without the providing Party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each Party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other Party. The foregoing shall not, however, affect either Party's obligations hereunder with respect to Confidential Information of other Party.

11. Governing Law

The provisions of this Agreement shall be governed by the laws of India and the competent court at XXXX shall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similar jurisdictions.

HARCO BANK

Name of the Officer

Designation

HARCO BANK

Bidder

Chief Executive Officer

Organisation

Witness

1. _____

2. _____

1. _____

2. _____

10. ANNEXURE X –Performance Bank Guarantee Format

(to be executed on a non-judicial stamped paper of appropriate value)

In consideration of _____NAME OF THE BANK_____ (hereinafter referred to as “Purchaser”) having agreed to undertake as Application Service Provider for Migration/ Upgradation, Implementation and Maintenance of Finacle 10.2.25 CBS for the Bank _____ (hereinafter referred to as “Services”) from _____(hereinafter referred to as “Contractor”) on the terms and conditions contained in the RFQ (Ref. No. _____ Dated _____) and their agreement (hereinafter referred to as the “Contract”) and subject to the contractor furnishing a Bank Guarantee to the purchaser as to the due performance of the Migration/ Upgradation, Implementation and Maintenance of Finacle 10.2.25 CBS for the Bank (hereinafter referred to as “Proposed Services”) as per the terms and conditions as set forth in the said Contract and also guaranteeing the Proposed Services as per the terms and conditions of the said Contract;

- 1) We, _____ (Bank) (hereinafter called “the Bank”), in consideration of the premises and at the request of the Contractor, do hereby guarantee and undertake to pay to the Purchaser, forthwith on mere demand and without any demur, at any time up to _____(validity date of BG) money or monies not exceeding a total sum of Rs _____/- (Rupees _____only) as may be claimed by the Purchaser to be due from the Contractor by way of loss or damage caused to or would be caused to or suffered by the Purchaser on failure of the Contractor to provide Proposed Services as per the terms and conditions of the said Contract (“**Guarantee**”).
 - 2) Notwithstanding anything to the contrary, the decision of the Purchaser as to whether the Contractor has failed to provide Proposed Services as per the terms and conditions of the said Contract will be final and binding on the Bank and the Bank shall not be entitled to ask the Purchaser to establish its claim or claims under this Guarantee but shall pay the same to the Purchaser forthwith on mere demand without any demur, reservation, recourse, contest or protest and/ or without any reference to the Contractor. Any such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and the Contractor or any dispute pending before any Court, Tribunal, arbitrator, or any other authority.
 - 3) This Guarantee shall expire on _____(validity date) without prejudice to the Purchaser’s claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e. _____.
 - 4) The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the Purchaser in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee
-

all the dues of the Purchaser under or by virtue of the said Contract have been duly paid and its claims satisfied or discharged or the Purchaser certifies that the terms and conditions of the said Contract have been fully carried out by the Contractor and accordingly discharges the Guarantee.

- 5) In order to give full effect to the Guarantee herein contained, the Purchaser shall be entitled to act as if we are Purchaser's principal debtors in respect of all the claims of the Purchaser against the Contractor hereby guaranteed by us aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this Guarantee.
 - 6) The Bank agrees with the Purchaser that the Purchaser shall have the fullest liberty without affecting, in any manner, the Bank's obligations under this Guarantee to extend the time of performance by the Contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the Purchaser against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the Contractor for any forbearance, act or omission on the part of the Purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving the Bank.
 - 7) The Guarantee shall not be affected by any change in the constitution of the Contractor or the Bank nor shall it be affected by any change in the constitution of the Purchaser by any amalgamation or absorption or with the Contractor, Bank or the Purchaser, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.
 - 8) This Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by the Bank (whether singly or jointly with other Banks) on behalf of the Contractor heretofore mentioned for the same Contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing un-cancelled and the Bank further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by the Bank on behalf of the Contractor heretofore mentioned for the same Contract referred to heretofore and for the same purpose for which this guarantee is issued.
 - 9) Any notice by way of demand or otherwise under this guarantee may be sent by special courier, telex, fax, e-mail or registered post to the local address of the Bank as mentioned in this guarantee.
 - 10) Notwithstanding anything contained herein:-
-

- i. Our liability under this Guarantee shall not exceed ₹. _____/- (Rupees _____ only) ;
- ii. This Guarantee shall be valid up to _____(validity date) ;
- iii. Unless actions to enforce the claims is filed on or before _____ (validity date) all rights under the said Guarantee shall be forfeited and Bank shall be relieved and discharged from all liabilities thereunder.
- iv. The Bank is liable to pay the guaranteed amount or any part thereof under this Guarantee only and only if the Purchaser serves upon the Bank a written claim or demand on or before _____(validity date)

11) The Bank has power to issue this Guarantee under the statute/ constitution and the undersigned has full power to sign this Guarantee on behalf of the Bank. Date this ----- day of -----
.....at

For and on behalf of ----- Bank.

sd/-

Dated this ----- day of ----- 2023 at

For and on behalf of ----- Bank.

Sd/ _____

11. ANNEXURE XI – Contract Form

(to be executed on Non-judicial stamp paper of appropriate value)

_____ NAME OF BANK _____ (hereinafter called the Bank / Purchaser, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor and assignee) of one part; and

M/s _____ (Name of the Bidder/Service Provider), a Company/a Firm/ duly registered/incorporated _____ Act, having its Registered Office/ Head Office/ Corporate Office at _____ (City & Country of Bidder/Supplier) (hereinafter referred to as the “the Supplier” / “Bidder”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assignee) of Other Part.

WHEREAS

- i. THE HARYANA STATE CO-OPERATIVE APEX BANK LTD (hereinafter referred to as HARCO BANK) is a body corporate established under Haryana Cooperative Societies Act 1966 viz. THE HARYANA STATE CO-OPERATIVE APEX BANK LTD for providing and regulating credit and other facilities for promoting integrated development and securing prosperity of rural areas.
 - ii. HARCO BANK, as a mentor and facilitator for implementing core banking solutions (hereinafter referred to as “CBS”) to facilitate optimal technology use in rural financial sector, had brought number of rural cooperative banks under a common technology platform in order to make the credit delivery system faster and easier as also to incubate financial inclusion initiatives and executed individual Memorandum of Agreement with each of the participating cooperative banks.
 - iii. HARCO BANK, at the request of the Bank, had issued “Request for Proposal” (hereinafter referred to as “the RFP) dated _____ on behalf of StCBs/DCCBs inviting bids from short listed ASPs for providing the necessary application services for running CBS, migration/upgradation, training, customization, implementation, rollout and maintaining the
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infrastructure and network connectivity (hereinafter referred to as "said project").

- iv. The ASP had, vide its letter Dated _____, submitted its bid for implementing the said project.
- v. HARCO BANK, on behalf of the participating/authorizing banks, vide its Letter of Intent No. _____ Dated _____, has conveyed the selection of the ASP.

NOW THEREFORE, in consideration of the mutual agreements, covenants, representations and warranties set forth in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in RFP.
2. The following documents shall be deemed to form and be read and construed as part of this Contract along-with RFP, viz.:
 - a. Bid form, price schedule and all other documents submitted by the Bidder in response to the RFP;
 - b. The Scope of Work;
 - c. The special terms and conditions provided under the RFP;
 - d. The Service Level Agreement;
 - e. The general terms and conditions provided under the RFP;
 - f. The Purchaser's Notification of Award

However, in case of any conflict clauses between this Contract and the RFP or its enclosures, the provisions of RFP shall prevail.

3. In consideration of the Contract Price, the Supplier hereby covenants with the Purchaser to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. Brief particulars of the Services which shall be supplied/provided by the Supplier are as set out in the Scope of Work, attached hereto.
6. Independent Contractor

This Contract does not set up or create an employer/employee relationship, partnership of any kind, an association or trust between the Parties, each Party

being individually responsible only for its obligations as set out in this Agreement. Parties agree that their relationship is one of independent contractors. Neither Party is authorized or empowered to act as agent for the other for any purpose and neither Party shall on behalf of the other enter into any contract, warranty or representation as to any matter. Neither Party shall be bound by the acts or conduct of the other. Employees/workmen of neither Party shall be construed or treated as the workmen/employees of the other Party or place any obligation or liability in respect of any such workmen/employee upon the other Party, including without limitation, worker's compensation, disability insurance, leave or sick pay.

7. Dispute Resolution, Governing Law and Jurisdiction

- i. This Agreement shall be governed by and construed in accordance with the laws of India.
- ii. Disputes or differences whatsoever, including disputes or differences arising out of or relating to the construction, meaning, scope, operation or effect of the agreement or the validity or the breach thereof shall be resolved amicably between the parties. In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then the same shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and the award made in pursuance thereof shall be final, conclusive and binding on the parties.
- iii. The venue of the arbitration shall be at..... (Capital City of the State in which SCB/DCCB is located).
- iv. The language of arbitration shall be English.

Work under the contract shall be continued by the ASP during the arbitration proceedings unless otherwise directed in writing by the Bank, unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the contract, no payment due, or payable by the Bank to the ASP shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

- v. Any notice, for the purpose of this clause, has to be sent in writing to either of the parties by facsimile transmission, by registered post with acknowledgement due or by a reputed courier service, All notices shall be deemed to have been validly given on (i) the business day immediately following the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of 5 days after posting, if sent by post, or (iii) the business date of receipt, if sent by courier.

8. SEVERABILITY

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision will be separable from the remainder of the provisions hereof which will continue in full force and effect as if this Agreement had been executed with the invalid provisions eliminated.

9. WAIVER

The failure of either Party to insist upon strict performance of any provision of this Agreement, or the failure of either Party to exercise any right or remedy to which it is entitled hereunder or thereunder, will not constitute a waiver thereof and will not cause a diminution of the obligations established by this Agreement. A waiver of any default will not constitute a waiver of any subsequent default. No waiver of any of the provisions of this Agreement will be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing.

10. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument and any Party may execute this Agreement by signing anyone or more of such originals or counterparts. The delivery of signed counterparts by facsimile transmission or electronic mail in "portable document format" (".pdf") shall be as effective as signing and delivering the counterpart in person.

11. ENTIRE AGREEMENT AND AMENDMENTS

- 11.1 This Agreement shall be deemed to be incorporated as part of the Principal Agreement by reference. This Agreement along with the Principal Agreement shall contain the entire understanding of the Parties and shall supersede all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof.
- 11.2 No supplement, amendment or modification to this Agreement shall be valid, enforceable or binding upon the Parties unless made in accordance with the provisions of this Agreement.

12. FURTHER ASSURANCE

The Parties shall do or procure to be done all such further acts and things and execute or procure the execution of all such other documents as reasonably required to give effect to the provisions of this Agreement.

13. NOTICES

- 13.1 Any notice or other communication to be given by one Party to any other Party under, or in connection with, this Agreement shall be made in writing and signed by, or on behalf of, the Party giving it.
- 13.2 Service of a notice shall be effected by one of the following methods:
- 13.2.1 by hand to the relevant address set out in Clause 13.4 (Address for Service) and shall be deemed served upon delivery if delivered during a Business Day, or at the start of the next Business Day if delivered at any other time; or
 - 13.2.2 by prepaid first-class post to the relevant address set out in Clause 13.4 (Address for Service) and shall be deemed served at the start of the second Business Day after the date of posting; or
-

13.2.3 by prepaid international airmail to the relevant address set out in Clause 13.4 (Address for Service) and shall be deemed served at the start of the fourth Business Day after the date of posting; or

13.2.4 by email, to the relevant email address set out in Clause 13.4 (Address for Service) and shall be deemed served on the day when the sending of the email is recorded on the sender's computer, unless the sender receives a message from its internet service provider or the recipient's mail server indicating unsuccessful transmission. Any such email should be followed by service of the notice through one of the methods in 13.2.1 through 13.2.3, within 3 (three) Business Days of such email being deemed as served pursuant to this sub-13.2.4.

13.3 In Clause 13.2 (Method of Service), "during a Business Day" means any time between 9.30 am and 5.30 pm on a Business Day based on the local time where the recipient of the notice is located. References to "the start of a Business Day" and "the end of a Business Day" shall be construed accordingly.

13.4 Notices shall be addressed as follows: In

case of notice to the Bank

Name: [Insert]

Address: [Insert]

Email address: [Insert]

To the attention of: [Insert]

In case of notice to Supplier

Name: [Insert]

Address: [Insert] Email

address: [Insert]

To the attention of: [Insert]

13.5 Either Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other Party not less than 7 (Seven) Business Days' prior written notice. Until the end of such notice period, service on either address shall remain effective.

14. SPECIFIC PERFORMANCE

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

15. SURVIVAL

Any provision of or obligation under this Agreement that contemplates performance or observance subsequent to any termination or expiration of this Agreement or which by their nature survive termination shall survive any such termination or expiration, and shall continue in full force and effect.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Signed, Sealed and Delivered by the

(Name & Designation) for and on behalf of _____, One Part (the Bidder)
Purchaser)

(Name & Designation) for and on behalf of _____, One Part (the
Purchaser)

Witness

Witness

1. _____
2. _____

1. _____
 2. _____
-

12. Annexure XII – Pre Bid Query Format

Service Provider Name:

Contact Person: Contact
no. / Email Id:

S. No.	RFP Reference Page No.	RFP Clause No	Existing Details	Clause	Clarification sought
1					
2					
3					

13. Annexure XIII – Resources Profile

Ref No _____ dated _____

The Managing Director,
The Haryana State Co-operative Bank
Bank Square, Sector 17 B
Chandigarh- 160017, India

Dear Sir,

With reference to RFP referred above, the details of team members for project are as under:

Sr No	Name of the person & Designation (team leader, member etc)	Professional Qualification (certification/accreditation)	Areas of expertise relevant to RFP	Period of experience (in years and month)

Note:

- a) Experience in institutions like Banks may be highlighted specifically mentioned in period of experience.
- b) Details of areas of expertise in relation to projects in Banks & FIs may be specifically highlighted.
- c) Documentary proofs are to be enclosed to substantiate the claims made.

I/we the undersigned, certify that to the best of my knowledge and belief, the information provided above are correct and that I/we understand that any willful misstatement described herein may lead to disqualification the assignment if engaged.

Date:

Name of the Authorized Signatory Place:

Designation

Name of Organisation

14. Annexure XIV – State wise details of banks and no. of branches on the CBS facilitated by HARCO BANK

Sl. No.	Name of Bank	Number of Branches including HO
	Haryana	618
1	Ambala DCCB	29
2	Bhiwani DCCB	42
3	Faridabad DCCB	34
4	Fatehabad DCCB	30
5	Gurgaon DCCB	29
6	Haryana StCB	16
7	Hisar DCCB	46
8	Jhajjar DCCB	24
9	Jind DCCB	34
10	Kaithal DCCB	31
11	Karnal DCCB	45
12	Kurukshetra DCCB	30
13	Mahendragarh DCCB	24
14	Panchkula DCCB	13
15	Panipat DCCB	23
16	Rewari DCCB	29
17	Rohtak DCCB	30
18	Sirsa DCCB	40
19	Sonepat DCCB	36
20	Yamunanagar DCCB	33

ANNEXURE-XV

PRICE BID FORMAT

Bidder(s) is required to furnish the commercial details in following format. Cost is to be mentioned in INR. Rows may be added in the following tables based on requirement. The RFP will be finalized based on QCBS wherein the commercials for the One Time Cost and the Migration Cost will only be considered for evaluation

CBS Migration/ Upgradation and Implementation

Sr No.	Component	Unit Cost	GST	Total Cost
1	One Time Cost (OTC) Per Bank – Migration/ Upgradation of CBS to 10.2.25 from 7.x			
2	Per Month Per Branch Charges for Maintenance of the CBS and its allied services for a period of 5 years			
3	Total One Time Cost (OTC) (For 20 Banks) – Migration/ Upgradation of CBS to 10.2.X from 7.x			
4	Total Maintenance Charges for _____ branches* for 60 months			
	Total Cost of Project (3+4)			

Grand Total (Total Cost of Project inclusive of all Taxes) : Rs. _____/-
(Rupees in Words)

* For No of branches refer to Annexure XIV

Additional Rates for Add-on Services/ Modules

Bidder(s) is required to furnish the commercial details in following format. Cost is to be mentioned in INR. Rows may be added in the following tables based on requirement. The modules mentioned below will be need based bank-wise keeping in view the requirements of the banks.

Note: The quotes for following Cost Per Man Day, Additional Hardware and Add-On Services modules will not be considered as part of the Commercial Evaluation. However, the same will be finalized through negotiation by the Negotiation Committee comprising of representatives from HARCO & its DCCBs. In case, any of these modules are an integral part of Finacle 10.2.X, no additional charges will be paid.

Cost Per Man Day

Sr No.	Component	Price (Rs.) (Excluding GST)	Remarks
1	Cost Per Man Day for additional training.		This excludes the initial training which will be given aspart of Migration/Upgradation.
2	Cost Per Man Day for additional customization/Change request.		This excludes the initial customization which will be a part of Migration/Upgradation.

Additional Hardware

Sr No.	Component	Price (Rs.) (Excluding GST)	Remarks
1	Router		This includes cost of hardware to be replaced in case of damage attributable to banks. Otherwise, no charges will be paid for these items by the banks and it is supposed to be part of the monthly maintenance charges.
2	24 Port Switch		
	SDWAN Equipment		

Add-On Services

SI No	Module Functionality /	OTC	Monthly Recurring Cost Per Bank	Monthly Recurring Cost per Branch
MODULES/ UTILITY				
1	NACH – ACH Credit/Debit, AEPS, APBS, Utility			
2	Mandate Management System Utility			
3	Micro-ATM Application / Tab Banking			
4	Missed Call Banking Module			
5	CTS Module			
6	Mobile Banking Application			
7	Internet Banking Application			
8	Card Request Generation Module			
9	IMPS (Branch & Mobile) Application			
10	Public Financial Management System (PFMS)			
11	RTGS / NEFT Utility for Inward and Outward Transactions			
12	HRMS and Payroll Module			
13	HO Modules (Asset, Inventory, Share and Investment Module)			
14	Fixed & IT Asset Management			
15	Asset Liability Management Module			
16	Anti-Money Laundering Module			

SI No	Module Functionality /	OTC	Monthly Recurring Cost Per Bank	Monthly Recurring Cost per Branch
17	MIS- Report Writing and Generating Module			
18	Loan origination System - Credit Appraisal Management			
19	APY, PJJBY, PMJBY Solution			
20	SMS Gateway for Alert Services like Account Balance, Transaction Alert etc.			
21	Email Gateway service for Account Statement, TDS Certificate etc.			
22	Four-way/Three-way Reconciliation (as applicable)			
23	Data Upload of all Credit Rating Agencies			
24	Pradhan Mantri Fasal Bima Yojana Module			
24	GST Solution			
26	TDS Solution			
27	AePS (AUA/Sub-AUA) enabling through Micro-ATMs, E-KYC, Aadhar Vault			
28	CKYC Personal and Legal Entities Module			
29	Ticketing Tool for Call Recording, Tracking, Management etc.			
30	Positive Payment System Module			
31	Video KYC			
32	UPI Version 2.0 Module			
33	FastTag Module			
34	Bharat Bill Payment System Module (Branch & Mobile)			

SI No	Module Functionality /	OTC	Monthly Recurring Cost Per Bank	Monthly Recurring Cost per Branch
35	Fraud & Risk Management Solution			
36	PAN Verification Module			
37	Internal Audit Module			
INTERFACES				
38	NFS Interface			
39	Debit/ Credit/ KCC Cards – Interface to CMS			
40	PoS/ ECoM Interface			
41	Mobile Banking Interface			
42	Internet Banking Interface			
43	IMPS (Branch and Mobile) Interface			
44	Merchant QR Code Interface			
45	UPI Interface			
46	FastTag Interface			
47	Bharat Bill Payment System Interface (Branch & Mobile)			
48	CTS Interface			
49	Fraud & Risk Management Interface			
50	IVR Solution interface			
51	Whatsapp Banking Interface			
52	Corporate Mail Solution allowing attachment size of minimum 10 MB			
53	NDS OM Setup for Investment in Govt Securities			
54	HRMS Solution			
55	LOS Application and Interface			

SI No	Module / Functionality	OTC	Monthly Recurring Cost Per Bank	Monthly Recurring Cost per Branch
56	Payment /Fees etc. collection system through Payment Gateway Interface			
57	Micro ATM Interface			
58	Positive Payment System Interface			
59	Interface for AePS (AUA/Sub-AUA) enabling through Micro-ATMs, E-KYC, Aadhar Vault			
60	Interface for Video KYC solution			
61	Interface for CERSAI operations			
62	Interface for Internal Audit software			
63	Interface for National portal Credit linked scheme			
64	Interface for Card Management System			

Sign & Stamp of Authorized Signatory

ANNEXURE-XVI

SERVICE LEVEL AGREEMENT FOR Migration / Upgradation, Implementation and Maintenance of
Finacle 10.2.X CBS for The Haryana State Co-operative Bank

Note : This is a sample SLA and this may undergo some changes on finalization of the SI/ ASP.

// Agreement //

Agreement for Core Banking Project for _____ Bank

THIS AGREEMENT executed at _____ on this _____ day of _____, 2023

[Insert the date when the agreement is executed]

Between

_____ a co-operative Bank registered under the -

_____ ACT, and having its Registered Office at _____

-----<Address of the bank> (hereinafter referred to as '**the Bank**' which expression shall, unless repugnant to the context or meaning thereof, means and includes its successors and assigns) **OF THE FIRST PART:**

AND

_____ Company registered under the Company

(hereinafter referred to as "**Application Service Provider or ASP**" which expression shall, unless repugnant to the context or meaning thereof, means and includes its successors and assigns) **OF THE OTHER PART;**

(The Bank and the ASP hereinafter are collectively referred to as the parties)

WHEREAS

- (i) The Haryana State Co-operative Bank is a body corporate established Haryana Cooperative Societies Act 1966 viz. The Haryana State Co-operative Bank, for providing and regulating credit and other facilities for promoting integrated rural development and securing prosperity of rural areas.
- (ii) The Haryana State Co-operative Bank (hereinafter referred to as "HARCO BANK") has a mission to promote sustainable and equitable agriculture and rural prosperity through effective credit support, related services, institutional development and other innovative initiatives. HARCO BANK will be monitoring the project with the help of Dashboard prepared by ASP. The information related to the dashboard will be shared by HARCO BANK.
- (iii) HARCO BANK, as a mentor and facilitator for implementing core banking solutions (hereinafter referred to as "CBS") to facilitate optimal technology use in rural financial sector, had brought number of rural cooperative banks under a common technology platform in order to make the credit delivery system faster and easier as also to incubate financial inclusion initiatives and executed individual Memorandum of Agreement with each of the participating cooperative banks.
- (iv) HARCO BANK, at the request of the Bank and 19 DCCBs, had issued "Request for Proposal" (hereinafter referred to as "the RFP") dated _____ on behalf of HStCB and 19 DCCBs inviting bids from short listed ASPs for providing the necessary application services for running CBS, migration/upgradation, training, customization, implementation, rollout and maintaining the infrastructure and network connectivity (hereinafter referred to as "said project").
- (v) The ASP had, vide its letter Dated _____, submitted its bid for implementing the said project.
- (vi) HARCO BANK, on behalf of the participating/authorizing banks, vide its Letter of Intent No. _____ Dated _____, has conveyed the selection of the ASP.
- (vii) ASP and the Bank have agreed to sign the contract for a period of 5 years through this Agreement from _____ to _____ as per the commercials given in Annexure-4

(viii) The parties hereby agree record and confirm the various terms and conditions for implementation of the said project and the service provisions hereinafter appearing.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT

Definitions

Unless the context otherwise requires, the terms :

"Application Service Provider (ASP)" refers to the winning bidder either in individual capacity or the Lead Partner in case of consortium.

"Additional Services / Add-on Services/Value Add Services" refer to any additional services to be provided by the ASP which is not included in the basic scope of work and the services falling under the category of "Add-on Services" provided in the Annexure – 1. Changes

/modification in the current scope of services are not to be treated as "Additional / Add-on" services.

"ASP Hardware" means the computers systems, peripherals, terminals, and all related hardware products owned or leased by ASP which will be used by them in performing service obligations under this Agreement and which may be modified and upgraded, from time to time.

"ASP Software" means the computer programs including documentation relating thereto, all updates and new releases thereof, which the ASP licenses or owns and which will be used by ASP in performing service obligations and does not include software licensed by Bank.

"Bank Hardware" means the computer systems, peripherals, terminals, communications equipment and all related hardware products owned or taken on lease by Bank which may be used by ASP in performing their service obligations under this Agreement and which may be modified and upgraded from time to time.

"Bank Software" means the computer programs including documentation relating thereto, all updates and new releases thereof, taken on license from any third parties by the Bank which will be used by ASP in performing their service obligations.

"Banking Services" means the products and services that a bank conducting its business operations in commercial terms within the meaning of the Banking Regulation Act, 1949,

_____ [State Name] State Co-operatives Societies Act, _____ [Year] and The Reserve Bank of India Act, 1934 or any such Acts prevailing in India.

"Bid / Response": Proposal received from the ASP dated _____.

"Intellectual Property Rights" includes copyrights, patents, trademarks, service marks, design rights (whether registered or unregistered), semiconductor topography rights, trade secrets and all other similar proprietary rights.

"Materials" means all tangible materials developed in the course of this Agreement including documents, records, and other copies including materials which embody computer software programs.

"Project" means the procurement, installation, management and provision of all maintenance through the contract period of all IT equipment, applications, third party services for enabling branches / offices of the Bank to conduct banking services for its customers.

"Response Time" means the elapsed time for return of the expected data on screen between 2 consecutive and sequential key strokes.

"Recovery Time Objective (RTO)" means the time taken to shift the operations from the Data Centre servers to Disaster Recovery Centre servers for resuming the normal banking services at the branch.

"Recovery Point Objective (RPO)" refers to the recovery of back transaction data in terms of time whenever there is a disruption in operations.

“Reverse Transition” : means the process by which the current ASP assists the Bank or its Authorized ASP / vendors / Service Providers to take up the entire operations of the IT Infrastructure including DC, DR and Network environment used by the current ASP for Rendering technical and functional services to the Bank for agreed monthly fees.

"RFP": Bank's Request for Proposal (RFP No. – _____ Dated _____) issued b

"Services" means the services to be performed by the ASP. as described in Annexure 1, Annexure – 2 & Annexure – 3 or any future services that may be agreed mutually.

Service Change Management Process" means the process to be defined and mutually agreed to implement Service Change Orders and Service Change Requests.

"Service Change Order" means the Bank’s request to add any optional service/s to the existing service offering.

"Service Change Request" means a request for addition of any optional services to the existing service deliverables.

"Service Fees" means the monthly fees payable by the Bank on a quarterly basis after the expiry of the respective quarter.

“Termination” means the action on the part of either party to this agreement rendering the operations of contract to be ineffective in terms of Clause 16 in this Agreement.

“Uptime” means the time duration in which all the technology equipment like servers, routers, switch and all other equipment and applications that are used for providing continuous technology services to the branches for facilitating their day-to-day banking operations remain operational or in a state of readiness.

“CSOC—Cyber Security Operations Center “ means it is an organized and highly skilled team whose mission is to continuously monitor and improve an organization's security posture while preventing, detecting, analyzing, and responding to cyber security incidents with the aid of both technology and well-defined processes and procedures. It shall have required cyber security tools for monitoring & also remediation of cyber threats. These toolsshould be upgraded as and when required.

“Issue Raised (IR)” means any issues raised through documentation

1. [Scope of Services:](#)

1.1 The ASP will provide the total solution to implement CBS in the Bank including but not limited to providing of required hardware, database, middleware, network, project implementation, project management, third party utilities, testing, providing interfaces required for CBS and other associated applications as indicated in detail in Section – 1, Section – 2, Section – 3 and Section - 4. Schedule I of this Agreement provides for the list of branches of the Bank for which the solution is required to be provided by the ASP.

1.2 The ASP represents that all software and hardware to be supplied under this Agreement shall meet the solution requirements of the Bank. The ASP further confirms that it has worked out a suitable solution architecture after taking into consideration the requirements of the banks as stated in the RFP as well as clarifications provided by HARCO BANK and independent verification by the ASP themselves. If any services, functions or responsibilities not specifically described in the Scope of Work (Section– 1, Section – 2 & Section – 3), but are inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with the aforesaid Annexures, they shall be deemed to be included within the scope of the deliverables or services. If such services, functions or responsibilities were specifically required, it shall be provided by the ASP as per mutual understanding for any additional cost to the bank.

2. [Effective Date:](#)

2.1 This Agreement will commence from irrespective of the actual date of execution between parties concerned.

3. Terms of Reference:

3.1 Term - This Agreement will be for 5 years from the date of agreement and effective up to _____ unless terminated as provided in this Agreement.

3.2 Option to Extend – The Bank shall have the option to extend the term of this Agreement for further period of 5 years (the "Extension period") on mutually agreed terms and conditions and the process shall commence at least twelve (12) months prior to the expiry of this agreement.

3.3 In the event of such extension is not agreed upon mutually and this Agreement is allowed to expire on _____, the ASP shall continue to provide the services up to the time the new arrangement made by the Bank takes over the day-to-day running of the project / branches as would have been done by the ASP within the meaning of the Clause 16.3, 16.5 and 16.8 below.

4. Fees

4.1 The fees payable is attached in Annexure 4.

4.2 Fees payable from _____ shall be for all branches already on CBS platform. The fees will be payable from the date of CBS operation for new branches opened on or after.

4.3 The fees payable to the ASP shall be inclusive of all costs such as insurance, but excluding Applicable GST or any similar Taxes by whatever nomenclature defined, as per the rates applicable), levies, cess, transportation, installation, (collectively referred to as "Taxes") that may be levied, imposed, charged or incurred. The Bank shall pay the fees due under this Agreement after deducting any tax deductible at source ("TDS"), as applicable. Applicable Taxes will be paid by the Bank as per applicable rates.

4.4 All out of pocket expenses, travelling, boarding and lodging expenses for the entire term of the agreement is included in the fee payable and the ASP shall not be entitled to

charge any additional costs or out of pocket expenses, including travel, boarding and lodging etc. except add-on services which shall be provided by the ASP on demand from the Bank at additional monthly fees as agreed upon.

- 4.5 The monthly charges for the branches on CBS will be payable quarterly at the end of the respective quarter, branch-wise, on pro-rata basis for only those branches which have successfully implemented and running CBS during that calendar quarter, after deducting penalty in terms of the Service Levels indicated in the Section – 3
- 4.6 All the payments becoming due during each of the quarters of the contract period will be paid at the end of the respective calendar quarter.
- 4.7 The Bank shall pay each undisputed invoice which are free from any errors raised in terms of the RFP as also this agreement, within thirty (15) Days after its receipt unless otherwise mutually agreed in writing, provided that such invoice is dated after such Fees have become due and payable under this agreement. In case of delayed payment of undisputed invoices, interest of 1% per month on the invoice amount payable shall be applicable.
- 4.8 Any objection / dispute to the invoices in the bill shall be raised by the Bank within 15 days from the date of receipt of the invoice. Upon settlement of disputes with respect to any disputed invoice(s), the Bank will make payment within fifteen (15) Days of the settlement of such disputes.

5. ASP Deliverables Time Frame :

- 5.1 The ASP shall be responsible for training, delivery; implementation, rollout and uninterrupted and efficient operations of banking activities on CBS platform so as to ensure highest standards/Bank's business/ customer service and commitments. ASP shall also provide other solutions required under this Agreement and any other solution provided through ASP to the banks and also agree to the time duration and service levels as specified in Section - 3.
-

5.2 ASP shall deliver any new requirement to be fulfilled by banks as notified by RBI/Government/HARCO BANK/statutory/regulatory body with in the time frame as specified by the concerned notification of the regulatory body/Government on mutually agreed terms and conditions including consideration if any.

5.3 ASP's failure to deliver all the above contracted services unless such failure is due to the reasons entirely attributable to the Bank and / or its vendors, other than the ASP and its partners, will be a breach of contract.

6. [Assignment/sub-contract :](#)

6.1 The ASP agrees that it shall not be entitled to sub-contract any or all of its rights and /or obligations under this Agreement to any entity including the ASP's affiliate without the prior written consent of the Bank, which shall not be unreasonably withheld. In case the ASP feels that there is an unreasonable delay, the same will be taken up with HARCO BANK for resolution.

6.2 If any of the parties undergo a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., as required either by government directions or otherwise, this Agreement shall be deemed to be transferred to the new entity and such an act shall not affect the rights and obligations of the parties under this Agreement.

6.3 Neither Party shall be entitled to assign or transfer all or any of its rights, benefits and obligations under this proposal without the prior written consent of the other Party. Such consent should not be unnecessarily withheld by either party.

7. [Intimation of Sub-Contract :](#)

7.1 The ASP shall intimate, not less than 2 (two) weeks in advance in normal circumstances, the name and details of the sub-contractor/s and the period of their involvement.

8. [Insurance :](#)

8.1 The ASP shall procure adequate insurance coverage to include comprehensive general liability insurance, third party accident insurance and all risk property insurance with a view to ensure uninterrupted services provided by the ASP under this Agreement.

9. [Liability of ASP:](#)

9.1 The ASP's aggregate liability in connection with obligations undertaken as a part of the CBS Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the total cost payable for the first year of contract i.e. total number of branches * First year Monthly Fees per branch *12 Months. From the second year onwards, the liability will be restricted to the contract value payable up to the quarter during the incident had occurred from the date of contract.

However, the ASP's liability in case of claims against the Bank resulting from misconduct or gross negligence of the ASP, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations will not be limited to the value of the contract and would be limited to the actual claim including damages thereof.

9.2 In no event shall either party be liable to the other party for any indirect, incidental or consequential damages or liability (including loss of profit or revenue or loss of business or loss of data), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages, under or in connection with or arising out of this agreement.

9.3 ASP shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable under this Agreement, to the extent that such delay or failure has arisen as a result of delay or failure entirely by the Bank or its employees or agents or third party service providers, other than the ASP and the ASP's partners, to perform any of its duties and obligations as set out in this Agreement. In the

event that ASP is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Bank, then ASP shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which ASP is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Bank. Such failures or delays shall be brought to the notice of the Bank and subject to mutual agreement with the Bank, then ASP shall take such actions as maybe necessary to correct or remedy the failures or delays.

10. Confidentiality :

10.1 Both parties agree that they may, in the course of their business relationship with the other, acquire or be exposed to information that is proprietary or confidential to the other party, its affiliates or its or their respective Banks. Both parties undertake, to hold all such information in strictest confidence and not to disclose such information to third parties nor to use such information for any purpose whatsoever save as may be strictly necessary for the performance of the assignment as mentioned in this proposal. The term "Confidential Information" as used herein means any information or documents disclosed by one party to the other party orally, and which is reduced to writing within a period of 3 days of the disclosure or in writing or including but not limited to any written or printed documents, samples, model, technical data/know-how, drawings, photographs, specifications, standards, manuals, reports, formulae, algorithms, processes, information, lists, trade secrets, computer programs, computer software, computer data bases, computer software documentation, quotations and price lists, research products, inventions, development, processes, engineering techniques, strategies, customers, internal procedures, employees and business opportunity and clearly identified and marked as "Confidential Information". The data contained herein shall not be disclosed, duplicated, used in whole or in part for any purpose other than to evaluate the proposal provided that, a contract is awarded to this proposal as a result of, or in connection with the submission of this data. Both the parties shall have the right to duplicate, use or disclose the data to the extent provided in the contract. The confidentiality obligations in respect of each such confidential information shall survive for a period of two years from the date of expiry / termination of the agreement except if

required under law for a longer period. This restriction does not limit the right to use information contained in the data if it:

- a. Is obtained from another source without restriction.
- b. Is in the possession of, or was known to, the receiving party prior to its receipt, without an obligation to maintain confidentiality.
- c. becomes generally known to the public without violation of this Proposal.
- d. is independently developed by the receiving party without the use of confidential Information and without the participation of individuals who have had access to confidential information.
- e. is required to be provided under any law, or process of law duly executed.

11. Information ownership:

- 11.1 Information and data processed, stored, or transmitted by ASP is exclusive to the Bank. By having the responsibility to host infrastructure under ASP model, the ASP does not acquire implicit access rights to the information or rights to redistribute the information. The ASP understands that civil, criminal, or administrative consequences may follow for failure to protect information appropriately.

12. Product Warranty:

- 12.1 ASP warrants that the software and allied components to be used for the service of the Bank are licensed, legal and in conformity with the proposal submitted by the ASP to HARCO BANK.

13. Penalty :

- 13.1 Inability of the ASP to either provide the requirements as per the scope or to meet the timelines or service levels as specified in Section -1, Section – 2, Section – 3 would be treated as breach of contract and would invoke the penalty clause. The proposed rate of penalty would be as mentioned in the Section – 3 with an overall cap of such penalty to be limited to 5% of total contract value.
-

13.2 Notwithstanding anything contained above, no such penalty will be chargeable on the ASP for the inability occasioned, if such inability is due to reasons partially or entirely attributable to the Bank.

13.3 The right to invoke the penalty clause is in addition to and without prejudice to other rights and remedies available to the Bank such as termination of contract, invocation of indemnity, invocation of performance guarantee, recovery of amount paid and other remedies available to the Bank.

14. Intellectual Property Rights - IPR

14.1 The ASP shall be liable to obtain appropriate rights to provide the Deliverables upon the terms and conditions as agreed and contained in this agreement.

14.2 The Bank agrees and acknowledges that save as expressly provided in this agreement, all Intellectual Property Rights in relation to the Software and Documentation and any adaptations, translations and derivative works thereof whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the ASP during the course of the contract, in connection with or in relation to fulfilling its obligations under this agreement, belong to and shall remain a property of the ASP or its licensor.

14.3 OEM's License to the Bank

(a) The Bank has been provided Finacle 10.2.X License and Oracle License directly under a direct agreement with the OEM.

(b) The said License directly procured by the bank will be managed by the ASP as per the prescribed guidelines of the OEM given from time to time, and the ASP shall be responsible for the installation and maintenance of this License in the bank.

(c) Notwithstanding anything to the contrary contained in this Agreement the OEM shall continue to retain all the ownership, the rights, title and interests to all of the OEM's Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting OEM from using OEM's Pre-Existing IP in any manner.

(d) To the extent that any OEM Pre-Existing IP or a portion thereof is incorporated or contained in a Deliverable or is used in the performance or provision of any of the Services pursuant to a SOW under this Agreement, OEM hereby grants to the Bank a non-exclusive, non-transferable, royalty free, irrevocable (except in accordance with the provisions herein) license, to access and use such OEM Pre-Existing IP in connection with the Deliverables and only as part of the Deliverables in which they are incorporated or embedded. The foregoing license does not authorize the Bank to:

separate OEM Pre-Existing IP from the Deliverable in which they are incorporated or contained for creating a standalone product for marketing to others;

independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the OEM Pre-Existing IP in favour of any person (either for commercial consideration or not (including by way of transmission)); or

Reverse compile or in any other way arrive at or attempt to arrive at the source code of the OEM Pre-Existing IP.

(e) Each Party shall be entitled to use in the normal course of its business and in providing same or similar services or development of similar deliverables for its other clients, the general knowledge and experience gained and retained in the unaided human memory of its personnel in the performance of this Agreement and Statement of Work(s) hereunder. For the purposes of clarity, the ASP shall be free to provide any services or design any deliverable(s) that perform functions same as or similar to the Deliverables being provided hereunder for the Bank for any other client or Bank of the ASP.

14.4 The ASP shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Software used by ASP in performing its obligations under this Project.

14.5 The ASP shall update/upgrade patches/versions provided by the OEM without any cost as and when provided by the OEM.

14.6 ASP shall undertake necessary changes for supporting Windows 10 or any future version of CBS application, as available from time to time for Banks.

14.7 If a third party's claim endangers or disrupts the Bank's use of the Software, the ASP shall at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the Software in accordance with the terms of this agreement; or (ii) modify the Software without affecting the functionality of the Software in any manner so as to avoid the infringement; or (iii) replace the Software with a compatible, functionally equivalent and non-infringing product.

15. Indemnity :

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

- I. The Bank authorized / bona fide use of the Deliverables and /or the Services provided by ASP under this agreement; and/or
 - II. An act or omission of the ASP, employees, agents, sub-contractors in the performance of the obligations of the ASP under this agreement; and/or
 - III. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the ASP, against the Bank ; and/or
 - IV. Breach of any of the terms of this agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the ASP under this agreement; and/or
 - V. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
 - VI. Breach of confidentiality obligations of the ASP contained in this agreement; and/or
 - VII. Negligence or gross misconduct attributable to the ASP or its employees or sub-contractors.
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15.2 The ASP shall at its own cost and expenses defend or settle any claim against the Bank that the Deliverables and Services delivered or provided under this agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Bank:

- I. notifies the ASP in writing; and
- II. co-operates with the ASP in the defense and settlement of the claims, If a third party's claim endangers or disrupts the Bank's use of the Software, the ASP shall at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the Software in accordance with the terms of this tender and subsequent Agreement and the license agreement; or (ii) modify the Software without affecting the functionality of the Software in any manner so as to avoid the infringement; or (iii) replace the Software with a compatible, functionally equivalent and non-infringing product.

15.3 The ASP shall have no liability for any claim of infringement based on:

- I. use of a superseded or altered release of some or all of the deliverables including, but not limited to, Bank's failure to use corrections, fixes, or enhancements made available by the ASP ;
 - II the combination, operation, or use of some or all of the deliverables or any modification thereof furnished under this Agreement with information, software, specifications, instructions, data, or materials not furnished by the ASP if the infringement would have been avoided by not combining, operating, or using the deliverables or the modification thereof;
 - III some or all of the deliverables or the modification thereof, which is based on Bank's material, data or design;
 - IV any change, not made by the ASP, to some or all of the deliverables or any modification thereof
or
 - V use of the deliverables otherwise than for the purposes authorized hereunder
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15.4 The Bank hereby indemnifies the ASP, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") and shall always keep indemnified and hold the ASP harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including reasonable attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought by third-parties against the ASP as a result of:

- I. Third party infringement claims resulting from unauthorized equipment modification by the Bank or equipment use prohibited by specifications for hardware and Software;
- II. Third-party infringement claims resulting from a breach of Software license terms taken by the Bank in respect of services provided by the ASP;
- III. The ASP shall not be liable for defects or non-conformance resulting from: Unauthorized modification, use or operation of the Core Banking Suite of Software;
- IV. Or any individual product supplied by the Bank under this agreement.

16. Termination / Exit Option :

16.1 The Bank reserves the right to terminate the contract in the event of one or more of the following situations that are not occasioned due to reasons solely and directly attributable to the Bank and/ or its vendors other than the ASP and the ASP's partners.

- I. Failure of the ASP to furnish the Performance Guarantee within 60 days of signing of this Agreement.
 - II. Delay or deficiency in customization/ implementation / installation beyond the specified period as defined in the scope of work under the title "Project Timelines".
 - III. ASPs' failure to provide core banking solution and other applications/modules on ASP model continuously with uptime as defined in the Scope of Work Clause "Uptime" and non-availability of the core banking solution and other applications for the day to day functioning of the branch/es.
 - IV. ASP's breach of any of its obligations set forth in this Agreement and such breach is not cured within thirty (30) Working Days after the Bank gives written notice or if such breach is not of the type that could be cured within thirty (30) Working Days,
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failure by the ASP to provide the Bank, within seven (7) Working Days, a reasonable plan to cure such breach, which is acceptable to the Bank. The Bank will provide in writing the nature of the default to the ASP through a letter or mail correspondence.

- 16.2 In the event of termination of the contract as referred in clause 16.1 above, the Bank will be entitled to charge penalty as specified in the Annexure – 3 without any prejudice to the rights and remedies available under this contract in particular indemnity and performance bank guarantee.
- 16.3 After termination, the ASP shall continue to provide services for 6 months on same terms and conditions and thereafter if required, on the mutually agreed terms and conditions including payments as per Clause 4 above and facilitate the entire transition process up to the time the new arrangement takes over day-to-day running of the project / branches.
- 16.4 In case of termination, payments for next 6 months will be made as per the payment terms & conditions mentioned in this RFP.
- 16.5 Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the ASP will be expected to continue to provide all services as part of the scope mentioned above. The Bank and ASP shall mutually decide whether proper reverse transition mechanism has been complied with. The Bank, the incoming ASP or the Service Provider and the outgoing ASP shall together prepare and complete the Reverse Transition Plan.
- 16.6 Without prejudice to the rights of the Parties, upon termination or expiry of this Agreement, the Bank shall pay to the ASP, within thirty (30) days of such termination or expiry, all the undisputed fees outstanding till the date of termination.
- 16.7 As part of Reverse Transition Services, the Bank shall have the right, and ASP shall not object to or interfere with such right, to contract directly with any subcontractor of the ASP excluding CBS Finacle and ASP owned Applications.
- 16.8 Termination by ASP: The ASP will be entitled to terminate the Agreement if:
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- a) The Bank fails to pay any undisputed fees owed in accordance with the payment terms.
- b) The Banks materially breaches any of its obligations set forth in the Agreement and,
 - c) (i) such breach is not cured within 60 (sixty) working days after the ASP gives written notice, or
 - (ii) if such breach is not of the type that could be cured within sixty working days, failure by the Banks to provide the ASP, within 60 (sixty) working days, with a reasonable plan to cure such breach.

16.9 Similarly the ASP shall also have a right to terminate this Contract, in the event of breach of any of its terms and conditions (including non-payment of invoice) by the Bank, by giving 60 days' notice to the Bank, provided the breach is not cured by the Bank during such notice period.

16.10 (a) In case of termination / closure of contract any time after 2 years, ASP shall provide data in pre-defined ASP format and shall support for data migration to the new vendor upon the payment for the services till the date of termination.

(b) In case of termination / closure of contract any time before 2 years, ASP shall provide data in pre-defined ASP format and shall support for data migration to the new vendor upon payment for the services for minimum of 2 years period from Start date of this contract.

(c) In both the situations of 16.10 (a) & 16.10 (b), the data extraction and necessary support will be provided with an additional cost of monthly CBS charges for one month for all branches OR Rupees Three lacs, whichever is lower.

16.11 (a) In case of termination / closure of contract any time due to Bank's merger with another bank operating on ASP CBS, ASP shall support for data migration to the new Bank upon payment for the services till the date of termination.

(b) In case of termination / closure of contract any time due to Bank's merger with another Bank operating on non-ASP CBS, ASP shall provide data in mutually agreed terms in pre-defined format and shall support for data migration to the new CBS

vendor upon payment additional 12 months ASP Charges beyond date of termination.

- (c) In case of 16.11 (b), the data extraction and necessary support will be provided with an additional cost of monthly CBS charges for one month for all branches.

17. Waiver :

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

18. Violation of Terms :/

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

19. Addition / Deletion / Change in Services :

- 19.1 The parties agree that the intent of this Agreement is to establish an initial set of service offerings. The Bank recognizes that, as the use of these services expands, it is possible that
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additional services and / or service categories will be needed. For this purpose, a Change Order Procedure will be followed.

19.2 Change Order

Any changes to the Software, customized features and Services for the Project as per the scope of this Agreement, which would deem to cause impacts on costing (including resources) and timeline to the Project, requested by the bank, shall be termed as a "Change Order".

19.3 Request by the Bank

Change Order may be requested by the bank in respect of the following:

- (a) **Software:** A Party may request Change Order due to the Software if and when,
 - i. the new requirement outside the scope of the signed document is required;
 - ii. changing of existing requirements or functionality mentioned in the scope documentare needed; and or
 - iii. the purposes of new application interfaces are deemed to be required.

- (b) **Services:** Bank may request Change Order due to the Services ifand when such Party required,
 - i. extra training duration and batches agreed between the Parties to be mentioned in theASP's Solution/CR document;
 - ii. changes due to recommendations of advisory services or consultancy;
 - iii. interface changes to external applications;

19.4 Change Order Process

The Bank may request a change order in the event of actual or anticipated change(s) to the agreed scope of work, services, deliverables and schedules. The ASP shall prepare a change order reflecting the actual or anticipated change(s) including the impact on deliverables schedule and efforts as well as cost involved. The ASP shall carry out such services as required by the Bank at mutually agreed terms and conditions.]

19.5 Change Order Rates

During the Project Implementation, rates for Change Orders for new and additional works shall be fixed depending upon the man-days required for the Services as mutually agreed by the parties. The number of man-days and the timeline for completion of change request will be finalized by a Negotiation committee under the guidance of HARCO BANK.

19.6 The Bank shall conduct regular reviews to allow any exchange of requirements and opportunities. This also includes the right to modify the number of branches, extension counters, service units, offices, training centers etc., on mutually agreed terms and conditions.

20. Performance Bank Guarantee:

20.1 The ASP shall provide a performance guarantee of a Nationalized Bank in favour of the Bank for _____ Rs.

(Rupees

_____ only) for the period of this agreement representing equivalent of 3% of the Total Contract Value (Agreed Monthly Fees per branch * Total Number of Branches as on the date of Agreement * Number of Contractual Months).

20.2 The performance guarantee would be returned to the ASP after the expiry or termination of the contract whichever is earlier. The said project would be deemed complete only when all the solutions and items contracted are delivered in good condition, installed, implemented, tested and accepted along with the associated documentation and training provided to the Bank's employees and on the completion of other obligations under this agreement.

20.3 In the event of non-performance by the ASP of its obligations under this Agreement, the Bank, with previous written approval from HARCO BANK, shall be entitled to invoke the performance guarantee without notice or right of demur to the ASP.

21. Approvals/permissions/consents/licenses etc :

21.1 The ASP shall promptly and timely obtain all such consents, permissions, approvals, licenses etc., as may be necessary or required for carrying out the said project in accordance with this agreement. The ASP shall also inform and assist the Bank in procuring any registration, permissions or approvals, which may be at any time during the currency of this agreement, or the extended period be statutorily required to be obtained by the Bank for availing the services under this agreement.

22. Safe Keeping and Availability of Bank's Data

22.1 The ASP acknowledges that it shall arrange for suitable safe-keeping of the updated software application and data base throughout the currency of this agreement and provide access to the Bank or its authorized persons to such software applications and database, in future, only in case of eventualities that may occur and warrant such access. History data retention guidelines will be as per the statutory directives in vogue from time to time. However, this clause does not apply to normal exit of the ASP by way of termination or cancellation for which the relevant clauses in this agreement shall apply.

22.2 The information or data stored or transmitted by ASP at DC and DR locations shall be duly secured with required DLP (Data Loss Prevention) arrangements which should be upgraded as required due to any changes in the security environment of the banking industry.

22.3 Data privacy:

Following privacy requirements are listed herewith as part of this Service Agreement based on Personal data processing scope and other data privacy relate requirements available and known at the signing of this document. Any additional privacy requirements need to be communicated by Bank to ASP Vendor and will be discussed and will be mutually agreed on time to time as applicable.

(a) Categories of Personal Data that ASP would be processing and the purposes for which it can be processed:

Categories of personal data that ASP would be processing - PI, SPI, FPI like Name, phone no., Email id, address, location, Aadhar, PAN number, account number, and anyother as per bank's instructions.

Purposes for which personal data can be processed by ASP Vendor: Hosting ASP Finacle , internet Banking, Mobile Banking applications on behalf of Bank.

(b) Clear articulation of any Personal Data access/protection requirements: Banking Customers data is only hosted by ASP Vendor without any prior permission to access.

(c) Clear demarcation of responsibilities between Customer (Data Controller) and ASP(Data Processor):

The Controller shall:

- determine the purposes and means of the Processing of Personal Data;
- act in compliance with Data Protection Laws; and
- Not instruct the Processor to Process Personal Data in a manner that would constitute a breach of Data Protection Laws.

The Processor shall:

- Process Personal Data only on behalf of the Controller in accordance with the Controller's documented instructions set forth in service agreement (unless required by law to act otherwise, wherein the Processor shall communicate such alternative instructions to the Controller unless prohibited by law), or as otherwise necessary to perform its obligations under the Data Protection Laws.
- be entitled to make its own day to day operational decisions and the same shall not be deemed to breach of the instructions of the Controller.

(d) Process for handling privacy incidents, privacy violation and breaches:

- Bank to specify requirements for handling privacy incidents/violations and breaches which shall be used by ASP. If such process is not available, both – Bank and ASP will mutually discuss and define the privacy data breach notification process.
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- ASP will facilitate Bank for investigation, mitigation, and remediation of personal data breach if Bank willing to perform on their own and this will be as per charges mutually agreed by both parties.
 - ASP will use internal incident management process for tracking and reporting internal privacy data breach incidents and will investigate such incidents to confirm if personal information breach has occurred and will identify root cause of personal information breach, mitigate any possible adverse effects, and prevent a recurrence. ASP will notify Bank with data breach details as per agreed process and timeline from customer (if any and as applicable).
- (e) Data would be stored in ASP environment or Bank environment: The data of Bank will be stored in ASP's environment during the period of this Service agreement. The servers are hosted in India. The data ownership will be that of the bank.
- (f) It is Bank's responsibility to define the organizational measures required and will be mutually agreed by both - Bank and ASP and ASP will use the same as applicable including ASP will adopt on its own from security and privacy perspectives like training, hardening, access controls, etc.
- (g) Sub-processing: In case ASP engages a sub-contractor, for services under this contract and the Sub-contractor is exposed to all the personal data, then it will be bound by all the terms as mentioned in this contract including data privacy. The PI of Bank will be located in _____ based Data Center and _____ based Disaster Recovery Center
- (h) As per agreed governance and processes, ASP will reach to Bank for getting required clarification as applicable on change in the PI processing, PI disclosures.
- (i) Retention and deletion policies of personal data (during the project execution as well as completion of project) will be as per Bank's Retention & Deletion Data Policies if available or shall be defined mutually if not available.
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- (j) The information or data stored or transmitted by ASP at DC and DR locations shall be duly secured with required DLP (Data Loss Prevention) arrangements.
- (k) There is no requirement for constant monitoring of events/ information that would need to be logged and the level of monitoring necessary on the resources.
- (l) List of countries/geographies where personal data processing will be conducted – The PI of Bank will be located in _____based Data Center and _____based Disaster Recovery Center in India.
- (m) Bank has a valid lawful basis as required by applicable privacy regulations, for processing, Personal data and all restrictions/requirements from privacy perspective will be based on mutual agreement between ASP and Bank
- (n) Personal data processing is within India only and there is no requirement of any personal data transfers outside India in scope of this Service Agreement
- (o) Both parties and their employees agree to process all personal data gathered, or got accessed, solely for agreed and clearly communicated purpose(s). Any divergence in the personal data processing activity from the identified/agreed purpose, shall be reported and consulted with concerned party (ASP or the Bank) prior to processing activity.
- (p) The responsibility lies with Customer (Data Controller) for any violation of applicable law/regulation in the processing instructions given to the processor.

23. Force Majeure :

- 23.1 The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations is caused by Force Majeure.
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23.2 For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the parties, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation.

23.3 In the event of any such intervening Force Majeure, each party shall notify the other party in writing of such circumstances and the cause thereof immediately within fifteen calendar days. Unless otherwise directed by the other party, the party pleading Force Majeure shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

23.4 In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of one month, the parties shall hold consultations with each other in an endeavor to find a solution to the problem.

23.5 If the Event of Force Majeure shall continue for more than (60) Sixty days either party shall be entitled to terminate the Agreement at any time thereafter without notice. Neither party shall have any liability to the other in respect of the termination of this Agreement as a result of an Event of Force Majeure.

23.6 However ASP shall be entitled to receive payments for all services rendered up to the date of the termination of this Agreement.

24. [Resolution of disputes:](#)

24.1 This Agreement shall be governed by and construed in accordance with the laws of India.

24.2 Disputes or differences whatsoever, including disputes or differences arising out of or relating to the construction, meaning, scope, operation or effect of the agreement or the validity or the breach thereof shall be resolved amicably between the parties. In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then the same shall be settled by arbitration in accordance with

the Arbitration and Conciliation Act, 1996 and the award made in pursuance thereof shall be final, conclusive and binding on the parties.

24.3 The venue of the arbitration shall be at Capital City of the State in which SCB/DCCB is located.

24.4 The language of arbitration shall be English.

24.5 Work under the contract shall be continued by the ASP during the arbitration proceedings unless otherwise directed in writing by the Bank, unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the contract, no payment due, or payable by the Bank to the ASP shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

24.6 Any notice, for the purpose of this clause, has to be sent in writing to either of the parties by facsimile transmission, by registered post with acknowledgement due or by a reputed courier service, All notices shall be deemed to have been validly given on (i) the business day immediately following the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of 5 days after posting, if sent by post, or (iii) the business date of receipt, if sent by courier.

25. General Provisions:

25.1 **Rights and Remedies:**

All rights and remedies conferred under this Agreement or by law shall be cumulative and may be exercised singularly or concurrently.

25.2 **Paragraph Headings:** Paragraph headings are for convenience only and shall not be apart of the Terms and Conditions of this Agreement.

25.3 **Severability:** If any term or provision of this Agreement should be declared invalid by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain unimpaired and in full force and effect.

25.4 **Modification:** No modification, waiver or amendment of any term or conditions of this Agreement shall be effective unless and until it shall be reduced to writing and signed by authorized persons of the Bank and ASP. All legally required Amendments will automatically become part of this Agreement.

25.5 **Notices:** Save as otherwise provided, any notice, request, waiver, consent or approval under this agreement shall be delivered by hand, by mail or by facsimile to the addresses mentioned above or at any other address notified by such party to the other party. Such notice, request, waiver, consent or approval shall be deemed given a) in the case of hand delivery, upon written acknowledgment of receipt by an officer or other duly authorized personnel, agent or representative of the receiving party; (b) in the case of posting, three working days after dispatch; (c) in the case of facsimile, upon completion of transmission.

25.6 **Third Party Beneficiaries:**

Except as specifically set forth or referred to herein, nothing contained or implied herein is intended or shall be construed to convey any rights upon any person or entity other than ASP.

25.7 **Inspection of Records :** Bank or any of its authorized agent shall have the right to inspect, audit, examine and make excerpts or transcripts of all relevant ASP records with respect to any matters covered by this agreement during normal business hours as often as the Bank or any of its authorized agents deems necessary(but not exceeding once in two years unless otherwise required by law)subject to fifteen days written advance notice and such authorized agents complying with confidentiality and security requirements of ASP. However, the scope of such inspection shall be limited to service offerings under this agreement.

If it is desired by the regulators or any regulatory authority of the country or HARCO BANK, the vendor shall subject themselves to an audit of the systems and processes followed by the vendor / sub-contracting agency for the product supplied to the bank as also processes / services, by which, support is being provided to the Bank, including support services, escalation methodologies, change management process, etc. as per the risk parameters finalized by the

Bank / such auditors. However, such notice may not be given for Audit / inspection conducted by Regulatory authorities.

Any deficiencies observed during such Audit / inspection shall be rectified within the timelines required and with mutual agreement between the Bank and ASP. It is also agreed that the ASP will provide certification to the bank regarding compliance of the observations.

HARCO BANK reserves the right to call and /or retain any relevant information / reports including audit or review reports undertaken by the vendor (e.g., financial, internal control and security reviews) and findings made on the vendor with respect to the services provided to the Bank.

25.8 **Publicity:** Any publicity by the ASP in which the name of HARCO BANK or the Bank is to be used shall be done only with the express written approval from HARCO BANK and the Bank. However either party shall have right to publish this Agreement and business hereunder as a part of its statutory/ regulatory reporting and press briefing as a part of its accounts.

25.9 **Solicitation of Employees:** The parties to this agreement agrees not to hire, solicit, accept solicitation (either directly, indirectly or through a third party) for their employees directly involved in this project during the contract period and one year thereafter.

25.10 **Health and Safety :** The ASP and any of its subcontractors shall, when at the Bank site, conduct their activities in such a manner so that their equipment, working conditions and methods are safe and without risk to health for their own and Bank's employees as well as for any other users of the Bank Site.

25.11 **No Right :**

No right of any employment within the bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, sub-contractors etc. by the ASP or its authorized personnel involved in this contract. All remunerations, claims, wages, dues, taxes, any other statutory dues or any claims arising out of breach of laws etc. of such employees, agents, contractors, sub-contractors etc. shall be payable by the ASP only and the Bank or any of its authorized agents shall not have any direct or indirect liability or obligation to pay any such charges, claims or wages.

25.12 **Survival** :The following provisions survive termination of this Agreement, Section 12 (Warranties), Section 14 (Intellectual Property Rights), Section 15 (Indemnity), Section 10 and 11 (Confidentiality & Information Ownership), Section 9 and 25.1 (Remedies and Liabilities), and Section 3.3, 16.3, 16.5 and 16.8 (Transition Services).

25.13 **Entire Agreement** : This Agreement, its Annexures and the RFP along with the Addendum constitute the entire agreement between the ASP and the Bank, and supersede any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement. In the event of conflict between the provisions of this Agreement and any attached Annexure or any document incorporating the terms of this Agreement or the RFP or ASP's Response referencing this Agreement, the provisions of this Agreement will prevail to the extent of such conflict take precedence. In the event of conflict between the provisions of any attached annexures or any document incorporating the terms of this Agreement and the RFP or ASP's Response, the provisions of any attached annexures or document incorporating the terms of this Agreement will to the extent of such conflict take precedence. Bank's additional or different terms and conditions shall not apply. The terms and conditions of this Agreement may not be changed except by an amendment signed by an authorized representative of each party. RFP shall be the reference document to the extent the terms and conditions are either not reiterated or not given a contrary meaning under this Agreement.

25.14 **Applicable Law**: This Agreement is made under and shall be construed in accordance with the applicable laws of India.

25.15 **Holiday** : Bank's declared Holidays and working days shall be applicable for the ASP for all its delivery commitments, communications, correspondence and work schedules.

25.16 **Discipline** : The ASP and its employees, agents, contractors, sub-contractors or its authorized personnel involved in the project and working from the premises of the Bank under this agreement shall observe all the rules and practices so as to maintain the level of discipline required to be maintained by the Bank's own employees.

26. Execution :

This agreement may be executed in counterparts by the respective parties, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF the parties hereto have executed these presents at

_____ through their respective authorized signatories and have affixed their respective seals to this writing, on:

SIGNED ON BEHALF OF	SIGNED ON BEHALF OF
The _____ Bank Ltd.	(ASP)
SIGNATURE WITH SEAL	SIGNATURE WITH COMPANY SEAL
NAME:	NAME:
TITLE:	TITLE:
PLACE:	PLACE:
DATE	DATE
WITNESS	WITNESS
Signature	Signature
Name	Name

SECTION - 1

Refer to the Scope of Work document



SECTION - 2

Project Management Deliverables

1. Deliverables in this Annexure are inclusive of, but not limited to, the following tasks to be accomplished by the ASP before branches migrate to CBS platform.
2. Deployment of Core Banking Solution (“CBS”)/ third-party applications/ identified delivery channels as stated in the Annexures.
3. Supply, install, train, customize, implement, rollout and maintenance of all applications & hardware used by the ASP for providing services to banks in their day-to-day banking operations.
4. Setting up necessary networks required at DC and DRC and branches including HO and other administrative offices.
 - ASP shall provide primary and secondary connectivity.
 - Installation of minimum 2 MBPS as Primary Connectivity.
 - Installation of minimum 2 MBPS connectivity using Dual-SIM based or any other suitable technology as Secondary Connectivity. The Carrier/ network provider has to be definitely other than that of the Primary Connectivity.
 - Network connectivity of 8 MBPS bandwidth in Head Office of the Bank.
 - SDWAN component in the network for providing segregated/dedicated bandwidth for specific applications.
 - Network Monitoring Console at Head Office of the banks to monitor availability of network and also the bandwidth available at each branch.
 - ASP shall ensure guaranteed uptime of 99.99 %.

5. Setting up of all security infrastructures required at DC and DR
 - NextGen Firewall (UTM) in HA.
 - Active Directory.
 - Anti-Virus + HIPs for servers in DC & DR.
 - WAF in HA.
 - Load Balancers in HA as required for the solution.
 - Different VLANs for different environments like Prod, Dev, QA, UAT, Staging, DMZ & MZ zones, etc...
 - SIEM as a Service.
 - Privileged Identity & Access Management.
 - Database activity & performance monitoring.
 - EMS & NMS tool with access of dashboard of respective banks at HO office.
 - DDOS services.
 - VAPT services (Yearly twice from Cert-In empaneled vendor's).
 - SSL Certificates.
 - DMARC & Email security.
 - SOC services.

6. The ASP is required to size, supply, install, and maintain WAN network for the period of contract, bandwidth required at branches, administrative offices and HO including last mile connectivity over terrestrial links/CDMA/RF, VSAT, VSAT Hub Station to connect DC, DR, branches and between DC and DR for replication of data.

7. Supply, install and maintain for the period of contract, the Antivirus for Servers at DC, DR
8. ASP is required to do the Patch Management for the period of contract (OS, applications, DB and AV & other network security devices at DC and DR. ASP shall ensure to carry out patch management activity for CBS application in consultation with the Bank and at the earliest but not later than one month from the date of release by the OEM.

9. Supply of necessary Server /Virtualization and Setting up of separate database instance running on the server hardware for each of the participating SCBs/CCBs.
10. Installation of separate Application instance running on the server for each of the participating SCBs/CCBs.
11. Setting up of Disaster Recovery Centre (DRC) with all the necessary connectivity and redundancy. Disaster Recovery set up shall be providing 100% capacity of the Data Centre.

12. Provide a copy of the Module wise functionality description and System Requirement Specification Document to HARCO BANK and all participating banks.
13. Conduct Gap Analysis of the modules/functionalities provided vis-à-vis availability in the market on annual basis and present the same to the National Level Standing Committee
14. Techniques of generating various MIS / EIS reports from the solution provided.
15. Developing new audit reports / tools using the proposed solution.
16. Customizing MIS, Statutory and Regulatory Reports as listed in the RFP and automating the process of Reports generation and distribution from the CBS and other applications.
17. Training for report writer facility to create new reports and modify existing reports.
18. Log analysis and monitoring on a monthly basis and providing a report of deviations to the banks.
19. Incidence analysis and reporting and submission of RCA and resolution provided
20. Implementing helpdesk logging-in system at the CBS desk for on-line recording of complaints.
21. Implementing EMS for tracking of network, application and system performance and generation of relevant reports.
22. The ASP shall provide data dump whenever asked by banks without any costs as per bank's requirement and in a format as required by bank viz CSV, XLSX, etc.
23. The ASP vendor will be responsible to install the required applications / systems, training server at DC and also ensure connectivity including bandwidth to the training server, for the purpose of training at the training Centers. There will be no cost payable by the Bank for the application, database and operating system software installation at such training sites until the Bank is made live in CBS. The training hardware at the Data Center should at a minimum support of 10 concurrent users. The ASP shall provide a training environment after the bank going live at a mutually agreeable monthly recurring charges upon request of the Bank.

24. Functional Training for users and Technical Trainings for technical users along with trainings for data entry operators for data entry tools developed by the ASP.
25. Setting up of the bank level Helpdesk (L1), State Level Helpdesk (L2) and Central Helpdesk (L3). The L1 Helpdesk will be managed by the Bank.
26. ASP shall set up a Project Office at HARCO Bank assigned for monitoring the project implementation and maintain L2 helpdesk in HARCO bank to manage the project throughout the project period.
27. ASP shall have a state level support center with a Project Manager. One Project Co-Ordinator for each of the banks shall operate from support center under the guidance of the Project Manager. Both Project Managers and the Project Co-Ordinator must have adequate functional exposure to banking products and processes.
28. Project Governance: ASP and Bank agrees to have the following Governance mechanism for the Project as a method of reviewing the project
29. ASP shall issue a bank wise tracker of all issues/ IRs and its status every fortnight to each bank.
 - a) ASP shall appoint a Technical Co-Ordinator for each state who will co-ordinate with all the banks in state and ASP development team for resolution of issues and review/closure of all IRs
 - b) ASP Team with the State Technical Co-Ordinator and the Software Development representatives of ASP shall have a monthly virtual meeting if required to discuss and update status on issues/IRs .

c) There shall be Quarterly review at State level for all banks with the ASP's senior management to discuss any pending issues and to finalize the Quarterly plans for launch of any new services where necessary.

d) All systems and applications provided by ASP which run on internet should be IPv6 compliant.

30. ASP is not only vendor but also a technology advisor for the banks. Hence, ASP must also keep advising banks and offer newer products to keep the banks at par/ahead of various commercial and nationalized banks in terms of customer service offerings.

31. Testing

30.1 Assisting the Bank to conduct successful "User Acceptance Test" ("UAT") testing for the purpose of ensuring that all the functionality requested for by them are available and functioning accurately.

30.2 Providing Test Cases and preparing test database for enabling the bank users.

30.3 Setting up a test environment at the state level to accommodate a minimum of 20 concurrent users to support simultaneous data migration testing and installation of the individual bank's applications including the customizations as per Bank's requirement and uploading live data of a sample branch in the test server.

30.4 Assisting the Bank in conducting all the tests and analyzing /comparing the results. ASP to provide 2 full time resources conversant in all business areas, for trouble- shooting during the entire UAT process.

30.5 Providing connectivity to test server at DC for the purpose of testing.

30.6 Fulfilling all requirements for the test environment like storage, computing environment etc.

30.7 Rectifying all bugs, programming errors, customization deficiencies etc. observed during the UAT before going live.

30.8 Maintaining appropriate program change control and version control for all the modifications / enhancements carried out during the implementation /testing phase.

32. **Data Migration / Archiving** - The ASP shall:
- 32.1. Ensure successful data migration from the legacy systems to the new environment.
 - 32.2. Formulate the "Data Migration Strategy" within 30 days from the date of issuance of Letter of Intent (LoI) and process documents which will have to be reviewed and signed – off by the Bank prior to commencement of the data migration exercise.
 - 32.3. Factor all efforts to coordinate, interact, correspond etc., from the legacy systems to obtain the data as desired by the CBS solution while the Bank will make the existing data available from its legacy systems.
 - 32.4. Ensure entire data pertaining to live accounts (from the time of account opening or from the time the data is available) for accounts like term deposits, recurring deposits, loans and advances, SB/Current and operative accounts etc. should be migrated to the proposed solution for all the branches being converted to CBS. The history data should at least fulfill the objectives of printing backdated customer statements (for all products, accounts, and schemes supported by the legacy application- e.g. SB, Current /Cash credit A/C's, FDR & Term Loan full data) passbook, general ledger, profit & loss statements, trial balance, account master information, standing instructions and transaction history (including GL, P&L heads and other office accounts) and should also support printing MIS reports as desired by the Bank for the legacy data migrated.
 - 32.5. Migrate all outstanding entries with full history details from the legacy system to the new CBS application for the identified general ledger and profit and loss heads for future reconciliations. The ASP will if required, get in a "Data Archival" solution to ensure that history data is migrated. The ASP as part of his pricing should build in the price of the tool, implementation and support.
 - 32.6. Convert the signatures into the formats required for uploading into the CBS system along with photographs.
 - 32.7. Provide support to the Bank for complete data cleaning and validation for all data migrated from the legacy systems to the new application.
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- 32.8. Coordinate with the Bank's Legacy solution provider team for development of the migration tool.
- 32.9. Convey to the banks, at least 30 days in advance from the date of migration, all the mandatory fields required for the functioning of the proposed applications that are not available in the legacy systems and that needs to be obtained by the banks.
- 32.10. Suggest the most suitable workaround to the Bank in the event the Bank is unable to obtain data with respect to all the mandatory fields.
- 32.11. Develop of data entry programs / applications with appropriate validations/checks that may be required for the purpose of data migration at least 30 days in advance from the date of migration.
- 32.12. Conduct training for the Branch personnel or any other third party data entry agencies during the time of data entry.
- 32.13. Upload the data entered by the banks through the manual data entry screens, programs / applications.
- 32.14. Impart training to the data migration team of the Bank with regards to but not limited to CBS data structure, field mapping requirements, field validations, default values and gaps in field mapping reports.
- 32.15. Develop control reports for verification of the data both before and after migration.
- 32.16. Develop reconciliation reports for reconciliation with legacy system post migration.
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33. Training & Handholding – The ASP shall provide :

- 33.1 Training for the Core team – bank-wise (Techno-functional training at the OEM’s facilities).
- 33.2 Training for the Trainer – Bank-wise.
- 33.3 User Training (before the live cutover of the branches) by the banks’ Trainer Teams with contents, applications and connectivity.
- 33.4 Job cards in English as well as the chosen vernacular language.
- 33.5 Post-live handholding support (branch-wise for a period of 2 weeks).

Sr. No	Number of users in a Branch	Number of ASP Support personnel for 1st Week	Number of ASP Support personnel for 2nd Week
1	Up to 3 users	1	1
2	4 to 6 users	2	2
3	More than 6 users	1 person per 4 users	1 person per 5 users

- 33.6 Any other need-based training related to bank’s technology driven operations that may be required for the new employees or refresher course for the existing employees at the agreed cost.
- 33.7 The Bank for each user one (1) electronic copy of documentation for each of the deliverables and online context-sensitive help module included in the software to enable the Bank’s personnel to use and understand the operations of the deliverables. The Bank may make additional copies of the Bank- specific Documentation for their internal use.
- 33.8 Forms prepared by them to the trainees for obtaining feedback and obtain feedback from the participants.

34. Implementation and Roll out – The ASP shall :

- 34.1 Ensure complete project implementation including infrastructure set-up, procurement and installation of hardware, network equipment, storage, back-up tools, software applications,

customization, data migration including data validation and roll-out to all existing and future branches that may be opened, added, acquired, merged and amalgamated by the Bank.

- 34.2 Set up the live server at the DC and DR. The DR should be deployed at a 100% capacity of the DC for the hardware, processing and security.
- 34.3 Install software application/s with necessary customizations and testing.
- 34.4 Set all the parameters in the applications as accepted in the test environment. The ASP shall be responsible for accuracy of the parameters set according to business needs of the banks.
- 34.5 Migrate and archive the branch data as required by the Bank with functionalities of accessing the past data for pass-book / statement printing, audit, inspection and obtaining evidence under law.
- 34.6 Ensure that the branches are connected to the DC and DR using the proposed network with dual connectivity.
- 34.7 Provide branch equipment configuration, LAN configuration, power requirements (including earthing requirements), UPS requirements, Printer configuration etc. taken care by Bank.
- 34.8 Ensure induction of persons with reasonable technical and functional experiences.
35. The ASP shall provide for Management and Executive information reporting as required by the management and departments of the Bank as well as the statutory and regulatory bodies from time to time. The system should be capable of generating individual branch, village, panchayat, block, district, region, zone wise and head office reports as well as hierarchical and consolidated reporting at each level. The system should be capable of generating all reports as on date.
36. All the existing reports being generated by the present system should be made available along with all the statutory and regulatory reports as required from time to time without any additional cost.
37. The ASP has to ensure that whatever infrastructure is required to support the reporting requirements is accounted for. The Bank will not make any additional payments beyond the agreed prices to the ASP in this regard.
38. ASP's deliverables as laid out in this Annexures attached in this agreement.
39. The Table below presents a broad Responsibility Matrix for Project Implementation Delivery.
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Sl. No	Part	Responsibility	Purchase Model - (Capital Expenditure / Outsourced / ASP)
1.	DC servers	ASP to provide these components	ASP
2.	DR servers	ASP to provide these components	ASP
3.	DC routers and switches	ASP to provide these components	ASP
4.	DR routers and switches	ASP to provide these components	ASP
5.	Firewalls, Active Directory, Antivirus for Servers at DC, DR.	ASP to provide these components	ASP
6.	EMS / NMS / EIS or equivalent	ASP to provide these components	ASP

7.	Helpdesk (L1, L2 &L3)	ASP to provide L3 Helpdesk at DC/DR level and L2 Helpdesk at State HQ for all banks in the State ,and Bank's L1 based out of the each participating bank HO	L1 Bank,
		ASP to facilitate operationalizing of all HelpDesks	L2 – ASP L3 – ASP/ OEM
8.	Network Operation Centre	To be located at the ASP's premises or DC or DR as the case may be	ASP
9.	Branch Network components including network management tools and applications	Each branch to have separate routers / SDWAN device, Broadband/ VSATs etc. ASP to provide these components	ASP
10.	Branch peripherals including Local area network (structured cabling), Gensets, UPS	The participating banks will procure branch peripheral requirements separately at the bank level. Minimum Specifications for the peripherals to be provided to	Banks

		branches by ASP.	
11.	Bandwidth	ASP to provide network connectivity and liaison with network service providers. Bandwidth sizing and availability planning will have to be done by the ASP.	ASP
12.	Security	ASP to provide security services as mentioned in the "Project Management Deliverables" point # 5 (these are minimum security services required, ASP to propose any additional security services to meet the security guidelines from RBI, Cert-In, IT Act2000, ISO 27001, etc...	ASP
13.	Data Centre and Disaster Recovery site hosting	to be hosted by the ASP	ASP

40. Baseline Standards to be followed for setting up of Technology Infrastructure are presented in the Table below.

Item	Component	Treatment
A	CBS Application server	Separate instance for the Bank
B	CBS Database server	Separate instance for the Bank
C	CBS Web Server	Separate instance for the Bank
D	CBS Report Server	Separate instance for the Bank
E	CBS UAT Server	Separate instance for the Bank
F	Third party applications to be procured by the ASP – Web & Database server	Separate instance for the Bank
G	SAN Storage for above components	Dedicated instance for the Bank
H	Interfaces with RTGS / NEFT	Logical separation
I	Email solution	Logical separation
J	ATM / Transaction Switch / Payment Gateway Interfaces (Add on components)	Standard protocol with bank-wise transaction reconciliation

K	PACS interfaces , if any	Separate instance for the Bank
L	CYBER SECURITY TOOLS & SERVERS	Logical separation

41. ASP's deliverables as laid out in the Annexures attached with this agreement.

SECTION- 3

(Services to be rendered continuously during the contract period and service level agreements)

1. This section includes, but does not limit, the services to be provided by the ASP continuously during the currency of the contract.
 2. The ASP to ensure availability of software applications like Core Banking applications, Corporate E-Mail system allowing attachment size of minimum 10 MB with quota size of 2 GB per mail box, and other peripheral applications at each user machines in a manner commensurate with requirements as stated in the Annexures attached with this agreement for enabling the Bank to conduct banking functions in an uninterrupted manner.
 3. The ASP agrees to consider, envisage and implement all services that would be required in the maintenance of the facilities and that all AMC, warranties, annual technical support and all other costs thereof necessary and incidental for the maintenance and support of the infrastructure and equipment shall be borne by the ASP.
 4. Broad level of services which shall be delivered by the ASP throughout the period of this contract will include but not be limited to:
 - 4.1 Hardware Management (Servers/ SDWAN)
 - 4.2 System Administration
 - 4.3 Integrated customer support
 - 4.4 Helpdesk management for CBS/ATM/Internet banking & Mobile banking services
 - 4.5 IT services
 - 4.6 Hardware and software services
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- 4.7** Management services (for the Bank's IT infrastructure) at ASP
 - 4.8** Problem resolution and coordination services
 - 4.9** Data Replication services
 - 4.10** Data Recovery services
 - 4.11** Application Software related services
 - 4.12** Software distribution
 - 4.13** Software maintenance
 - 4.14** Updates, upgrades, new releases and new versions
(Implementation, Operationalization, Management, Maintenance services)
 - 4.15** Enhancement / Customization services
 - 4.16** Software support
 - 4.17** ASP shall keep reserve spares at the nearest ASP project office, of each bank so as to ensure minimum time (not more than 24 hours) in case of any service disruption due to any component / device going faulty. ASP shall share such reserve spare inventory with the Bank for Bank's assurance.
 - 4.18** Cyber Security Management (IT) shall be conducted in the following manner :
 - (i) ASP shall have a Cyber security policy as required by relevant statutory authority and shall share a copy with all member banks. Cyber security Policy shall ensure compliance of Cyber Security Frame work requirements for bank's centralized DC/DR setup as issued by relevant
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mandatory authority and the branch servers and any hardware/software installations done by ASP.

- (ii) Cyber Security Policy shall ensure secured transactions on electronic Banking product services offered to Banks by enhancing information security processes and procedures for DCCBs and SCBs on periodic basis.
- (iii) ASP shall be certified for ISO 27001:2005 standards towards its DC and DRC. DC and DRC shall have a detailed internal risk assessment process, procedures before undergoing any such certification. ASP shall conduct periodic internal reviews of the process deployed to ensure that gaps are assessed proactively, treated upon as prescribed by ISO 27001.
- (iv) ASP shall get I.T. and Cyber Security Audit done for ASP's setup at DC/DRC as per relevant statutory authority and submit the certificate to the respective banks on a periodic basis as per the guidelines issued by the Reserve Bank of India from time to time.
- (v) The SSL Encryption shall be minimum 256 bits wherever applicable.
- (vi) ASP shall establish a CSOC(Cyber Security Operations Center) for ASP's DC/DRC setup as required by relevant statutory authority within 6 months from the start date of contract. CSOC should be running from the ASP/CSP's datacenter only and not from any other site.
- (vii) ASP shall ensure adequate cyber protection of all its systems, software and applications including third party application software provided through ASP to the banks.
- (viii) ASP shall carry out VA/PT for all its applications including third party applications provided to the banks periodically and take corrective and preventive actions for security. The results of VA/PT and actions taken may be shared with the banks.
- (ix) ASP shall implement CSOC, which shall include real time monitoring of its critical infrastructure and CBS and all other applications under this project.
- (x) ASP shall integrate SIEM with DLP Solution for the services at DC & DRC.
- (xi) ASP shall ensure Antivirus & Firewall monitoring and updation at all times of ASP managed servers through CSOC.
- (xii) Infrastructure of ASP shall be installed, hardened & secured on the basis of regulatory and industry guidelines.

(xiii) ASP shall deploy & manage IAM to ensure an effective Identity, Access & Authentication control in place for the infrastructure & services managed by ASP.

(xiv) ASP shall ensure that appropriate protection is deployed against network attacks for the infra managed by it. This shall be achieved by deploying IPS, firewalls and monitor it through CSOC.

- 4.19** Log analysis and monitoring
 - 4.20** Antivirus Management (upto DC & DR level)
 - 4.21** DC /DR LAN and Server Administration
 - 4.22** Bank wide Corporate Network Management
 - 4.23** Data Centre and Disaster Recovery Site management
 - 4.24** Data Space management
 - 4.25** Data Backup and Recovery of shared management
 - 4.26** Perform Database Administration activities for Database
 - 4.27** Operations Management
 - 4.28** Application management including EOD, BOD, day-begin, month - end, year –end, periodic and daily backups.
 - 4.29** Software updates, patch management, security updates, data updates from one application to another application in the centralized-Banking environment.
 - 4.30** Perform new version porting and migration along with testing services with involvement of the Bank.
 - 4.31** Application and database performance tuning at periodic interval (at least every 6 months).
 - 4.32** Perform quarterly BCP, DC – DR drills, send the report to the bank.
 - 4.33** Any other services required for maintenance and support of the entire proposed solution over the contract period.
5. During the currency of the agreement the ASP agrees to maintain and secure the data available

with it.

6. The ASP agrees to provide for 10 years of Data retention before archiving the data with separate DB instances. Purging of data will be done only with the written consent of bank management. Accordingly, the storage should be sized to maintain and accommodate 10 year data at the individual bank level. The data archival/ purging solution should be part of CBS and will be provided by the ASP.
 7. The ASP agrees to ensure the availability of the entire IT infrastructure provided by the ASP to the Bank, including link availability at Branches, HO, other offices and DC & DRC with at least 99.99 % uptime to be computed on monthly basis.
 8. The ASP agrees to ensure the performance of the IT infrastructure provided by the ASP to the bank, that is resource utilization of the Server, Storage, Network and security devices should not be more than 80% for online transactions. However, during batch processes at any given point of time, it may exceed which shall not impact agreed response time and availability.
 9. CBS Application response time within the data center should be less than 10 milliseconds.
 10. The Data Centre (DC) and the Disaster Recovery Centre (DRC) should be Tier 3 or above standard as per Uptime Institute/TIA and an audit certification, either by the external agency of repute or internal, thereof may be done annually and report to be submitted to HARCO BANK/Bank
 11. Data Center (DC) and Disaster Recovery Center (DRC) implementation and hosting the service will be at ASP's DC and DRC. The Vendor will be responsible for setting up
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the live server at the DC and DRC. The DRC should be deployed at a 100% capacity of the DC for the hardware, application, processing and security.

12. The ASP shall provide appropriate data replication strategy and technology to replicate data between DC – DRC and near Data Replication Centre, if any to minimize data loss.
 13. The ASP shall have a suitable strategy for recovery of data and application in case of a disaster with necessary procedures for the same in the solution with Recovery Time Objective (RTO) of 120 minutes from the time of declaration of DR and Recovery Point Objective (RPO) of 30 minutes.
 14. The ASP shall exercise the periodical DR drill in order to test the readiness and effectiveness of the business continuity plan at least once in a quarter as per guidelines laid down by the RBI or as and when requested by the Bank. Further ASP shall provide the SOP for DR drill and completion report indicating RTO/RPO achieved.
 15. The logical architecture of DC & DRC at a minimum should be divided into different sub-networks separated through switches, firewalls and IPS. The logical separation of these sub-networks must be done through VLANs and Sub-Netting. The major classification of sub-network must be at least:
 - Demilitarized Zone (DMZ) for Application, DB Server and Anti-Virus.
 - Separate DMZ for AD, Test & Development and Training Servers.
 - Management Network for Reports
 - Private Network - Logically separated to enhance security for CBS, Intranet, Mail Server, DNS/DHCP and other applications like HRMS, Payroll, ALM, AML, etc.
 - Access control mechanism as defined in the standard security policy of the bank must be implemented at the network, OS, DB and application system levels.
 16. The ASP agrees to maintain appropriate sizing of the storage for the period of the contract. Sufficient storage space should be allocated to the Bank, so that any given point of time, 20% additional space is available.
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17. The sizing of hardware may be done so as to ensure availability of 20% spare capacity for server (CPU Utilization and RAM). This means as when utilization reaches 80%, additional capacity to be provided dynamically.
18. The ASP shall size for adequate hardware and bandwidth based on the volumes for the Core Banking Application & Database and other Applications. The Core Banking Application and database should be sized for active – passive protocol.
19. The hardware size for all the applications should be redundant & scalable. All the components within the server should be hot swappable or pluggable and should not incur downtime due to component failure impacting agreed SLAs.
20. The ASP agrees to size the hardware to achieve, at least, 150 transactions per second (TPS) and handle at least 2500 Concurrent users at a time.
21. The ASP agrees to plan for adequate hardware, processing resources and size the bandwidth and other network equipment appropriately so as to ensure continuous, uninterrupted and stable connectivity within the wide area network (WAN) within the agreed performance / service levels committed to the Bank. Cost of any necessary upgrades / replacements / changes etc. shall be borne by the ASP and the Bank will not pay any additional amount during the period of the contract.

The features of the network connectivity shall be as follows:

- ASP shall provide primary and secondary connectivity.
 - Installation of minimum 2 MBPS as Primary Connectivity.
 - Installation of minimum 2 MBPS connectivity using Dual-SIM based or any other suitable technology as Secondary Connectivity. The Carrier/ network provider has to be definitely other than that of the Primary Connectivity.
 - Network connectivity of 8 MBPS bandwidth in Head Office of the Bank.
 - SDWAN component in the network for providing segregated/dedicated bandwidth for specific applications.
 - Network Monitoring Console at Head Office of the banks to monitor availability of network and also the bandwidth available at each branch.
 - ASP shall ensure guaranteed uptime of 99.99 %.
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- If either of the two connectivity mentioned above are not available, the ASP shall provide third mode of connectivity at no additional cost without compromising on the bandwidth.
22. The ASP agrees to provide an on-line IP based messaging functionality at the user desktop of call log-in for helpdesk service or an alternate suitable mechanism to enable the users to log-in for recording complaints on-line.
23. ASP must upgrade/replace the hardware and software on a periodic basis as required at each branch/Head Office and should also do the same at DC and DR as required to ensure the agreed response time.
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24. Service Levels

24.1 Part A – Classification of Services

25.1.1 Critical Services

Type of System	Function / Technology	Exclusions
<p>Business Applications & Security Solutions</p>	<p>No user can access the Business and environmental infrastructure system Any problem due to which 1% Users of the Bank or more users cannot access the particular Business systems or complete branch can't access the business system CBS and related applications Database corruption Failure of any of the hardware/software component due to which solution is not functioning for the following Applications. -Core Banking -Treasury -Government Business Module -CKYC, NACH, ABPS, MMS, PFMS, CTS -Integrations for payment channels (NEFT, RTGS, ATM, IB, MB) Corporate E-mail -IDAM, PIM, DAM, Firewall, Proxy, WAF, IPS</p>	<ul style="list-style-type: none"> • All planned downtime <ul style="list-style-type: none"> • Any downtime due to reason not attributed together network failure, Latency, network requirements of Bank, end-point connectivity or 03rd party integrations managed by Bank • The measurement will be done through EMS, APMS and CBS Logs and Transactions etc. for the period wherever applicable.

<p>Infrastructure</p>	<p>Enterprise Storage Array, SAN Switches, Load Balancers at DC, DRC Servers and Support applications / functions/ Interfaces and integration data points at DC, DRC All the critical applications/solutions related infrastructure are considered as critical -Core Banking -Treasury -Government Business Module -CKYC, NACH,ABPS, MMS,PFMS,CTS -Integrations for payment channels (NEFT, RTGS, ATM, IB, MB) Corporate E-mail</p>	<ul style="list-style-type: none"> • All planned downtime <ul style="list-style-type: none"> • Any downtime due to reason not attributed to ASP either network failure, Latency, network requirements of Bank, end-point connectivity or O3rd party integrations managed byBank • The measurement will be done through EMS, APMS and CBS Logs and Transactions etc. for the period wherever applicable.
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25.1.2

Key Services

Type of System	Function / Technology	Exclusions
<p>Business Applications & Security Solutions</p>	<ul style="list-style-type: none"> • Any problem due to which 0.5% of Bank users cannot access the Business and environmental infrastructure system or; <ul style="list-style-type: none"> • Any incident which is classified as “Critical” for which an acceptable (by Bank) workaround has been provided. • Failure of following Key software component due to which solution is not functioning: <ul style="list-style-type: none"> - AML - ALM - HRMS - Recon System - GST - DDOS, NAC,EDR, APT, DLP, NBAD -Kiosk Banking 	<ul style="list-style-type: none"> • All planned downtime • Any downtime due to reason not attributed to ASP either network failure, Latency, network requirements of Bank, end-point connectivity or 03rd party integrations managed by Bank • The measurement will be done through EMS, APMS and CBS Logs and Transactions during the period wherever applicable.
<p>Infrastructure</p>	<ul style="list-style-type: none"> • Any problem due to which 0.5% of Bank users cannot access the Business and environmental infrastructure system or; • All key applications related infrastructure are considered as Key at DC, DRC and NLS 	<ul style="list-style-type: none"> • All planned downtime • Any downtime due to reason not attributed to ASP either network

	<ul style="list-style-type: none"> - Asset Liability Management - AML Solutions - HRMS - Recon System - GST - Data Loss Prevention (Network DLP) Solution - Database Activity Monitoring solution. - Automated monitoring of Business application. - Enterprise Management System - Helpdesk system - Privileged Identity Management (PIM) - NIPS functionalities that are not impacting RPO and RTO requirements -Kiosk Banking 	<p>failure, Latency, network requirements of Bank, end-point connectivity or 03rd party</p> <p>integrations managed by Bank</p> <ul style="list-style-type: none"> • The measurement will be done through EMS, APMS and CBS Logs and Transactions during the period wherever applicable.
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25.1.3

Significant Services

Type of System	Function / Technology	Exclusions
<p>Business Applications & Security Solutions</p>	<ul style="list-style-type: none"> • Other modules not classified as Critical or Key including HO Module. - Data Archival Solutions - Multi Lingual System - HO Module - Currency Chest Operations - VA, DAM, SIEM, SOAR <ul style="list-style-type: none"> • Any incident which is classified as “Key” for which an acceptable (by Bank) workaround has been provided or; • Any problem due to which 0.2 of the Bank cannot access the Business infrastructure System 	<ul style="list-style-type: none"> • All planned downtime <ul style="list-style-type: none"> • Any downtime due to reason not attributed to ASP either network failure, Latency, network requirements of Bank, end-point connectivity or 03rd party integrations managed by Bank • The measurement will be done through EMS, APMS and CBS Logs and Transactions during the period wherever applicable.
<p>Infrastructure</p>	<ul style="list-style-type: none"> • Any other infrastructure not covered in “critical” and “key” 	<ul style="list-style-type: none"> • All planned downtime <ul style="list-style-type: none"> • Any downtime due to reason not attributed to ASP either network failure, Latency, network requirements of Bank, end-point connectivity or 03rd party integrations managed by Bank • The measurement will

		be done through EMS, APMS and CBS Logs and Transactions during the period wherever applicable.
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26 Service Level - Part A – Availability

- 26.1.1 The ASP agrees to maintain on a continuous basis the availability of the applications, at the user desktop level, at least 99.99 %, to be computed on monthly basis through the entire IT infrastructure.
- 26.1.2 The ASP shall provide Availability Report on monthly basis and a review shall be conducted based on this report. A monthly report should be provided to the bank at the end of every month containing the summary of all incidents reported and associated ASP's performance measurement for that period.
- 26.1.3 ASP shall facilitate the data requirements for generation of account transaction statements for its customers for the purpose sending the E- Statements by the Bank.
- 26.1.4 While calculating any uptime requirements under this clause as well as under this Contract the time lost due to any of the following reasons shall be taken into account while calculating the availability/ uptime requirement: (a) Time lost due to power or environmental failures at Bank locations ; (b) Time taken to recover the system because of power or environmental failures at Bank locations ; (c) Time lost due to damage or malfunction in the system or any units thereof due to causes attributable to Bank such as attachment of additional devices, making alteration to the system, maintenance of the system, etc. without ASP's consent and/ or failure to maintain the site as required by the ASP; (d) Time taken for scheduled maintenance/ troubleshooting either for preventive purposes or improvement in function or other purposes; (e) Time taken for reconfiguration or other planned downtime situations; (f) Scheduled shutdowns as required by the Bank; (ASP may also request the Bank for a
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shutdown for maintenance purpose, which request will not be denied unreasonably by the Bank).

26.1.5 For the purpose of availability, the service window will be 16*7 i.e. 6.00 hrs to 22.00 hrs every day including public holidays.

26.1.6 All Availability Measurements will be on a monthly basis for the purpose of Service Level reporting.

Parameter	Committed Service Level	Threshold Service Level	Measurement Artifacts
Critical Services	99.99%	99.50%	Monthly Availability Report/ Monthly Helpdesk Report
Key Services	99.90%	98.00%	Monthly Availability Report/ Monthly Helpdesk Report
Significant Services	99.00%	95.00%	Monthly Availability Report/ Monthly Helpdesk Report

26.2 Part B - Penalty Calculation (Availability)

26.2.1 Monthly Service Level Default = Committed Service Level – Monthly Actual Service Level – Scheduled Downtime, if any.

26.2.2 Monthly service level default cannot be less than zero. (If for a particular month the actual service level is above the minimum service level then the Monthly service level default will be zero and not less than zero).

26.2.3 Quarterly Service level default = Total of Monthly service level default for all the 3 months of the quarter (Penalty shall be applicable if the quarterly service level default is more than zero).

26.2.4 Quarterly Penalty = (Quarterly Service level default) X (Quarterly Cost of Product & Services)

26.2.5 Quarterly Penalty shall be deducted from Quarterly payment within overall penalty cap of 5% of total contract value on annual basis.

26.2.6 In case Actual Service Level for any quarter is less than 90%, 25% of the quarterly payment shall be deducted as Penalty.

26.2.7 If there is non-delivery of a change request module as on the delivery date, 1.00% (with applicable GST) of the price of the change request will be charged for each week delay in the specified delivery schedule for the module, until delivery of the module. The start date will commence from sign-off of functional specifications & CR Document as applicable.

26.2.8 The Parties agree that over all cumulative penalty under this clause 23 except any change request penalty under this Agreement shall not exceed 5% of the overall Agreement value and shall not be levied if the delay/ default is for reason attributable to Bank and / or Bank's vendors

26.3 Part C - Helpdesk Response

26.3.1 All mails/calls received at Helpdesk will need to be classified as Incident, Problem, Service Request, Change Request or Query. All Incidents and Problems will be further classified as Severity 1 to Severity 4 as depicted in the following table:

Severity	Criteria	Indicative list of issues	Response Temporary resolution / Time	Final Resolution on Time
L 1	<ul style="list-style-type: none"> Single Bank User affected 	Functional Queries, Service Requests	2 hour	24 hours
L 2	<ul style="list-style-type: none"> Multiple users but less than 5% of the Baseline Bank Users affected or entire Branch is impacted due to local issues This level would typically correspond to issues which result into disruption of one or more services to one or more offices The identified issue has normal impact on the business and needs to be addressed at the earliest 	Application support from the Application experts.	2 hour	24 hours
	<ul style="list-style-type: none"> 5% to 25% of the Baseline Bank Users Affected or entire Branch is impacted due to Application or network issues. The identified issue has significant business impact and needs to be taken up on top priority 	Critical production issues such as incorrect interest application in majority of the accounts, inconstant accounting or system behavior.		

L 3	<ul style="list-style-type: none"> • This level would typically correspond to issues that result into disruption of one or more critical services to all offices 		1 hour	6 hours
L 4	<ul style="list-style-type: none"> • More than 25% of the Baseline Bank Users affected • The identified issue has material business impact and needs to be resolved immediately. • This level would typically correspond to issues that result into disruption of most or all critical services to Branches. 	<p>Issues pertaining to</p> <p>core application and related databases, system software, hardware which make the application</p> <p>inaccessible.</p>	1 hours	4 hours

Parameter	Expected Service Level	Performance category Allocation	Measurement Tools
Resolution Time of Helpdesk	99 %	L1 = 40% L2 = 50% L3 = 80% L4 = 100%	Monthly Helpdesk Report

26.3.2 Expected Service Level – 99% calls should be resolved in given final resolution time. Every call which remains unresolved within the specified final resolution time, counting from call log time, shall be considered as default.

26.3.3 Penalty Calculation (Helpdesk Service)

Monthly Helpdesk Default = Expected Helpdesk Service Level – Monthly Actual Helpdesk Service Level

*Monthly Helpdesk service level cannot be less than zero. (If for a particular month the actual service level is above the minimum service level then the Monthly service level default will be zero and not less than zero)

Quarterly Helpdesk Service level default = Total of Monthly service level default for all the 3 months of the quarter.

Quarterly Helpdesk Penalty = {(Month1 Service level default) X Monthly Fees Payable by the Bank X Performance Category Allocation %} + (Month2 Service level default) X Monthly Fees Payable by the Bank X Performance Category Allocation %)
+ (Month3 Service level default) X Monthly Fees Payable by the Bank X Performance Category Allocation %}

Quarterly Helpdesk Penalty shall be deducted from Quarterly payments.

** Since the L1 Helpdesk will be managed by the Bank, default in L1 Helpdesk services may not be added to the Service Level Default of the ASP and, hence, should be out of penalty computation.

26.3.4 If at the end of any month 'Calls Pending for resolution beyond specified final resolution time' ever exceeds 50 calls, 50% of the quarterly payment shall be deducted as Penalty subject to over all cumulative penalty under this clause 23 and under this Agreement shall not exceed 5% of the overall Agreement value and shall not be levied if the delay/ default is for reason attributable to Bank and / or Bank's vendors

22.4 The following escalation matrix will be applicable for issues reported:

Elapsed Time	L - 4	L - 3	L - 2	L - 1
2 hours	Customer Support Engineer	Customer Support Engineer	Customer Support Engineer	Customer Support Engineer
4 hours	Bank's Core Team and ASP Project Manager	Senior Customer Support Engineer	Customer Support Engineer	Customer Support Engineer
8 hours	Managing Director and ASP Project Director	Bank's Core Team and ASP Project Manager	Senior Customer Support Engineer	Customer Support Engineer
12 hours	Chairman of the Bank and ASP Relationship Director	Managing Director and ASP Project Director	Bank's Core Team and ASP Project Manager	Senior Customer Support Engineer
24 hours	HARCO BANK and ASP Country Head	Chairman of the Bank and ASP Relationship Director	Managing Director and ASP Project Director	Bank's Core Team and ASP Project Manager

27 ASP's commitments and obligations as laid out in this Annexures attached.

Section- 4 USE TERMS

DEFINITIONS

The following capitalized terms shall have the meaning set forth below for all purposes of this Use Terms Annexure and the Agreement. Otherwise capitalized terms have the meaning set forth in the Agreement.

“Authorised User(s)” means the Bank, its employees, officers, agents consultants, and other third parties authorised by the Bank to Use the Product in accordance with the provisions set forth in this Use Terms Annexure solely in connection with the business of the Bank and to avail of the Services being provided by or on behalf of the ASP under the Agreement.

“Customer Environment” shall mean the Bank’s computer system hardware, software and operating environment, on which a component of the Product shall be installed for the Bank’s Use of the Product or a component thereof (all Computers and Peripherals installed in the branches and its Head Office and connected to the CBS Network), in terms of this Use Terms Annexure, as identified in the Schedule I below.

“License Commencement Date” means the “effective date” as indicated in Clause 2.1 of the Main Agreement

“Licensed Operations” means the operations of the Bank set forth in Schedule I hereunder, for which the Bank is entitled to Use the Product as per this Use Terms Annexure.

“Licensed Territory” means the entire country of India.

“Product” means Finacle and other peripheral applications that are included in the project or any component thereof, that is licensed by ASP for Use by the Authorized Users under this Use Terms Annexure and shall also include all relevant documentation supplied to the Bank, as more particularly described in Schedule I hereunder.

“Permitted Site” means the site as described in Schedule I.

“Service Provider Environment” shall mean ASP’s or its Affiliates’ processing computer system hardware including the servers, software and operating environment on which the Product or a component thereof are installed for the provision of the Services for the Bank’s Use in terms of this Use Terms Annexure.

“Target Environment” shall mean Service Provider Environment and the Customer’s Environment.

“Use” means using and/or accessing the Product by the Authorized Users, installed on Target Environment, for the purposes of executing, processing, transmitting, transferring, loading and storing of data in connection with the Services rendered by the ASP under the Agreement, in terms of this Use Terms Annexure.

2. USAGE RIGHTS AND RESTRICTIONS

2.1 Subject to the terms and conditions set forth in this Use Terms Annexure, the ASP/OEM hereby grants the Bank and the Bank hereby accepts a non-exclusive, non-transferable and limited in time, right and license to Use the Product and to permit Authorized Users to Use the Product, for the enjoyment of the Services supplied by the ASP/OEM under the Agreement and otherwise for the purpose of the Licensed Operations within the Licensed Territory for a period commencing on the License Commencement Date and ending upon the end of the Term of the Agreement. The foregoing License is conditional on the Product being installed at the Permitted Site.

2.2 The License granted in clause 2.1 does not: (a) authorize installation of the Product at any site other than the Permitted Site; (b) permit access to and Use of the Product for any purpose other than as permitted under this Use Terms Annexure; (c) permit access to and Use of the Product by any Person other than Authorized User; and (d) permit access to and Use of the Product other than for the Licensed Operations.

2.3 The Bank shall not use and shall not permit any other person to use the Product to process any data or information or material for any third parties or to provide any processing or outsourcing services, whether as a service bureau, application services provider, or otherwise, but does not restrict the Bank from processing its customer

data that relates to or as a part of its Licensed Operations and otherwise as required to enjoy the Services supplied by the ASP/OEM.

2.4 Any extension or change of the contractual use of the Product requires the ASP/OEM's prior written consent and authorization in accordance with the change control procedure under the Agreement. The Bank is responsible to ensure compliance with all usage restrictions and other applicable terms and conditions of this Use Terms Annexure by each Authorized User. Any breach or non-compliance of the terms and conditions of this Use Terms Annexure by any Authorized User shall be deemed to be a breach or non-compliance by the Bank.

2.5 The usage rights granted herein and the provisions of this Use Terms Annexure do not grant or convey to the Bank any ownership rights and interest or title in or to the Product or any Intellectual Property Rights therein nor do they permit the Bank to make derivative works or to make copies of the Product. To the extent that Product consists of any software codes, such material, when delivered to the Bank pursuant to this Use Terms Annexure, shall be delivered by ASP/OEM in Object Code form only and the Bank shall not have any right or license with respect to the Source Code or data base design of the Product.

2.6 **Proprietary and Confidentiality Markings or Notices:** The Bank shall retain all of the ASP's and/or its licensors' Logo, Trademark, Copyright notice and other proprietary markings or notice on the Product. The Bank shall not, nor shall it permit any Authorized Users or other persons to, remove, alter or otherwise render illegible any of ASP/OEM's Logo, Trademark, Copyright notice or other proprietary or confidentiality markings that may be placed on the Product or components thereof provided to the Bank hereunder. The Bank shall not remove or alter the ASP/OEM's and/or its licensors' Logo, Trademark, Copyright notice and other proprietary markings or notice on all copies of the Product or any part thereof including the documentation.

2.7 **Restrictions on Copying:** Copying of the Product is prohibited except other than is necessary for the Bank to enjoy the Services to be provided under the Agreement and for the purpose of disaster recovery / business continuity preparation. Neither the Bank nor any Authorized User is authorised to sell, license, sublicense, distribute,

assign, transfer or distribute or timeshare the Product or otherwise grant any right under this Use Terms Annexure to any third party (other than Authorized Users). Any attempted sale, licensing, sublicensing, distribution, marketing, assignment or time sharing including by interactive cable or remote processing services or otherwise shall be null and void. The Bank is not entitled to, and shall not make or permit others to, reverse engineer, disassemble, de-compile, recreate, enhance or modify the Product or any part thereof or to create enhancements to or derivative works of the Product or any portions thereof.

2.8 **Exportation:** The Bank shall have no right to use, ship or export directly or indirectly the Product for Use or any other purposes in any of the countries or territories to which the Government of India agencies prohibit shipment or exportation without first obtaining the written permission of the ASP/OEM and, if necessary, of the appropriate agencies of Government of India. The Bank warrants that it shall obey all applicable laws and regulations of India and any other countries in which the Product is used by the Bank.

2.9 **Trademarks:** The Bank will have no rights in any trademarks or service marks or trade names adopted by the ASP/OEM and/or its licensors for the Product or any part thereof.

2.10 **Breach:** Should the Product be Used beyond the Use rights as set out in this Section 2, this shall be deemed to be a material breach of the Agreement.

2.11This agreement creates a firm arrangement between the parties to guarantee a reciprocal non-poaching responsibility confirming not employing, partnering, contracting or engaging each other's employees, agents, consultants, advisors, independent contractors, sub-contractors, partners, officers, directors or anyone including employees otherwise having an interest in operation or management of the other and provides for a comprehensive solution to confirm compliance of the conditions agreed in the terms of this agreement.

3. OWNERSHIP AND PROPRIETARY RIGHTS

The Bank acknowledges and agrees that ASP does and will continue to own all Intellectual Properties and Intellectual Property Rights and all the software's, tools, Cloud infrastructure, security services in or attached to the Product, including without limitation, in or attached to any enhancement and upgrades and

any derivative works thereof even if made for, by or on behalf of the Bank subject to the terms of the Master Agreement. Nothing contained herein shall be construed as a transfer, assignment or conveyance by ASP to the Bank of the ownership or title to the Intellectual Property or Intellectual Property Rights and all the software's, tools, Cloud infrastructure, security services in or attached to the Product or any enhancements, upgrades or derivative works thereof.

4. MISCELLANEOUS

4.1 In the event of any conflict between the provisions of this Use Terms Annexure and those in the Agreement, notwithstanding any contrary provision anywhere else, the Bank and ASP specifically agree and acknowledge that the provision of this Use Terms Annexure will prevail with respect to the Use of the Product.

4.2 Each party acknowledges that it has not relied on or been induced to enter into this Use Terms Annexure by a representation or warranty other than those expressly set out in this Use Terms Annexure. To the extent permitted by applicable law, and subject to the terms of this Agreement, a party is not liable to another party in contract or tort or in any other way for a representation or warranty that is not set out in this Use Terms Annexure or in the Agreement with respect to the Product.

SCHEDULE – I

[Print this page separately with all branch names as per below format and attach to the main agreement along with authorized signature]

LIST OF CURRENT BRANCHES AND ESTABLISHMENTS OF

Sr. No.	Branch / Office Code	Branch/ Office Name
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