Request for Proposal
For

Supply & Management of Cloud Based Human Resource Management System

RFP NO: CO: SYS: 2017/07/1612
Dated: 26.12.2017

BOB Financial Solutions Limited.
2nd Floor, Baroda House,
Behind Dewan Shopping Centre,
S V Road, Jogeshwari West
Mumbai - 400102

Tel: 022-42068534, Fax: 022-26777560
Email: systems@bobcards.com

1 Contents

1.0. INTRODUCTION 5

1.1 Invitation for Tender offers 5
1.2 About the Company 5
1.3 Information Provided 5
1.4 For Respondents Only 5
1.5 Confidentiality 5
1.6 RFP disclaimer 6
1.7 Important Details (Schedule of Events, contact & communication details etc.) 6
1.8 Costs to be borne by bidders 7
1.9 Legal Relationship 7
1.10 Disqualification 7
1.11 Information Confidentiality 8
1.12 Recipients' Obligation to Inform Itself 8
1.13 Evaluations of Offers 8
1.14 Errors and Omissions 8
1.15 Acceptance of Terms 8
1.16 Liabilities of the Company 9

2.0. REQUIREMENTS SUMMARY 9

2.1 Intent 9
2.2 Year on Year Volume Projections (Tentative)* 9
2.3 Tenure 9
2.1 Applications 9
2.2 Solution Design 10
2.3 Language 10
2.4 Data Migration 10
2.5 Interfaces 11
2.6 Training 11
2.7 Manuals/Documentation 11

3.0. SCOPE OF WORK 12

3.1. Project Objective 12
3.2. Project Scope 12
3.3. Interface & Integration requirements 13
3.4. Software Licenses 14
3.5. Implementation Methodology 14
3.6. Functional Requirements specifications study (FRSM) 14
3.7. Business Process Definition (BPD)/Parameterization 15
3.8. Customization 15
3.9. Module Integration 16
3.10. Gap Identification & Resolution 16
3.11. Testing 17
3.12. Data Migration 18
3.13. Training 20

4.0. HIGH-LEVEL ROLL-OUT PLAN 21

5.0. SERVICE LEVELS 21

6.0. RFP RESPONSE INSTRUCTIONS 22

6.1. Rules for responding to the RFP 22
6.2. Price 22
6.3. Price Comparisons 23
6.4. Bid Security and Performance Guarantee 24

6.5. Others 25
6.6. Other RFP Requirements 27
7.0. ADDITIONAL INFORMATION 29
7.1. Numbering of Pages 30
7.2. Authorized Signatory 30
7.3. Cost of Preparing the Bids 30
7.4. Clarification on RFP Document 30
7.5. Normalization of bids: 30
7.6. Validity of Bids 30
7.7. Bidder's Quote/Offer 31
7.8. Integrity Pact 31
7.9. Submission of Bids 31
7.10. Overall Bid 33
7.11. Compliance Statement 34
7.12. Opening of Bids 34
7.13. Examination of Bids 35
8.0. EVALUATION METHODOLOGY 36
8.1. Eligibility Bid 36
8.2. Evaluation Methodology for Eligible Bidder 36
9.0. PAYMENT TERMS 39
9.1. Setup Fee (OTC) 40
9.2. Recurring Charges 40
10.0. TERMS & CONDITIONS 40
10.1. General 40
10.2. Indemnity 41
10.3. No liability 42
10.4. Extension of Contract Post Expiry 42
10.5. Termination of Contract 42
10.6. Compliance with Laws 45
10.7. Assignment 46
10.8. Transportation and Insurance 46
10.9. Inspection of Records 46
10.10. Publicity 46
10.11. Solicitation of Employees 46
10.12. Visitorial Rights 47
10.13. Monitoring and Audit 47
10.14. Guarantees 47
10.15. Force Majeure 47
10.16. Resolution of Disputes 48
10.17. Arbitration:- 48
10.18. Governing Law and Jurisdiction 49
10.19. Corrupt and Fraudulent practice 49
10.20. Waiver 49
10.21. Violation of Terms 49
10.22. Addition/Deletion of Qualified Offerings 49
10.23. Service Level Agreement and Non-Disclosure Agreement 50
10.24. Liquidated Damages 50
10.25. Set Off 51
10.26. Information Ownership 51
10.27. Sensitive Information 51
10.28. Privacy and Security Safeguards 51
10.29. Confidentiality 51

10.30. DISCLOSING PARTY....52
10.31. TECHNOLOGICAL ADVANCEMENTS....54
10.32. INTELLECTUAL PROPERTY RIGHTS....54
10.33. GRIEVANCE REDRESSAL....54

ANNEXURES & APPENDICES....56

LIST OF ANNEXURES:....56
LIST OF APPENDICES:....56

1.0. Introduction

1.1 Invitation for Tender offers

BOB Financial Solutions Limited [Formally known as Bobcards Ltd.] invites sealed tender offers (Eligibility, Technical bid and Commercial bid) from eligible, reputed entities for **Supply and Management of Cloud Based Human Resource Management System.** In this RFP, the term bidder/ prospective bidder refers to the primary bidder participating for delivering services mentioned in the scope of works.

Complete set of tender documents may be downloaded by eligible bidder from the website of the Company, the cost of tender document should be paid in the form of Bankers' Cheque / Demand Draft for Rs. 10,000/- (Ten Thousand Only) favouring BOB Financial Solutions Limited payable at Mumbai along with the bid responses. The Company reserves the right to reject any or all offers without assigning any reason.

Technical Specifications, Bill of Material documents, Terms and Conditions and various formats and pro forma for submitting the tender offer are described in this document, Annexures and Appendices.

1.2 About the Company

Established in the year 1994, BOB Financial Solutions Limited [Formally known as Bobcards Ltd.], a Company having its Regd. & Corporate Office at 2nd floor, Baroda House, S V Road Jogeshwari (West), Mumbai -400 102 (herein after referred to as a 'Company') is a wholly owned subsidiary of Bank of Baroda, a large public sector bank having global presence with its vast network of over 5,500 branches.

The company has a network of 38 area offices spread throughout the country as on date. The Company is involved in both cards Issuing and Acquiring business.

The Company' s Corporate Office is located at Jogeshwari West Mumbai which has got a small setup for hosting certain applications, MPLS connectivity with Bank's Data centre (DC) which is located in BKC, Mumbai and Disaster Recovery centre at Hyderabad. Besides this the company has got 38 Area Offices spread across the country. The company intend to host its various applications in a partner Virtual Data Centre.

1.3 Information Provided

This document contains statements derived from information believed to be reliable at the date obtained but does not purport to provide all the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Company in relation to the solutions. Neither the Company nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this document.

1.4 For Respondents Only

The document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent").

1.5 Confidentiality

The Invitation document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The Invitation document is provided to the Recipient on the basis of undertaking of confidentiality given by the Recipient to Company. Company may update or revise the document or any part of it. The Recipient acknowledges that any such revised or amended document shall be received subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents of the document with any officer, employee, consultant, director, agent, or other person

associated or affiliated in anyway with Company or any of its customers or suppliers without the prior written consent of Company.

1.6 RFP disclaimer

This Request for Proposal containing Annexures and subsequent Addenda and Corrigenda (Herein after called as RFP or tender) has been prepared solely for the purpose of enabling the Company to select a Service Provider for **Supply & Management of the Cloud Based Human Resource Management System** including interfaces and connectivity to various applications located at various locations etc. as per specifications, terms and conditions and scope defined in this RFP (herein after referred as HRMS Solution or Solution)

The bidder will be required to be innovative, capable and would need to extend all their resources and services in order to meet the expectation of the Company towards providing the required services.

This RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or other arrangement in respect of the supply and services as per the scope of this RFP.

1.7 Important Details (Schedule of Events, contact & communication details etc.)

1.	RFP No	CO:SYS:2017/17/1612
2.	Brief Description of the RFP	**Supply & Management of the Cloud Based Human Resource Management System**
3.	Company's Address for Communication and submission of Tender	The Asst. Vice President, Systems & IT, BOBACARDS LTD. 2nd Floor, Baroda House, Behind Dewan Shopping Centre, S V Road, Jogeshwari (West) Mumbai – 400 102
4.	Date of issue	26th December, 2017
5.	Last date of submission of Queries for Pre-Bid Meeting	1st January, 2018 before 15:00hrs IST
6.	Date & Venue of Pre-Bid Meeting	4th January, 2018 at 15:00Hrs IST Venue: BOB Financial Solutions Limited, 2nd Floor, Baroda House, Behind Dewan Shopping Centre, S V Road, Jogeshwari (West) Mumbai – 400 102
7.	Last date & time for submission of Bids	16th January, 2018 before 15:00hrs IST
8.	Date and time of Opening of Eligibility and Technical Bid	18th January, 201816:00 hrs IST

9.	Date and time of Opening of Commercial Bid	The commercial bids of only those vendors who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible vendors.
10.	Bid document cost (non-refundable)	INR 10,000/-
11.	Bid Security (EMD)	INR 5,00,000/-
12.	Contact Person for any clarification	Mr. Amit Kumar, AVP – IT 022 – 4206 8534 systems@bobcards.com

The above dates are tentative and subject to change without any prior notice or intimation. Bidders should check website www.bobcards.com for any changes / addendums to the above dates and/or any other changes to this RFP. Bidders to confirm with Company the time & venue -1- day prior to any of the above scheduled event.

Eligibility cum Technical bids will be opened, in the presence of the bidder's representatives who choose to attend the opening of technical bid. No separate communication shall be sent in this regard. Subsequently, the company will evaluate the Technical Bids and the bidders shall be suitably intimated about their Technical bid after evaluation.

Commercial bids will be opened in the presence of the of the bidder's representatives who are found technically qualified by Company upon evaluation and choose to attend.

The services of selected vendor may be availed by BFSL, its parent Bank of Baroda and any associate company of Bank of Baroda / BFSL, if required basis the requirement of the Bank / subsidiary and in line with the cost identified for the said RFP.

1.8 Costs to be borne by bidders

All costs and expenses incurred by Bidders in any way associated with the development, preparation, and submission of their responses to the RFP, including but not limited to attendance at meetings, discussions, presentations, demonstrations, etc. and providing any additional information required by the Company, will be borne entirely and exclusively by the Bidder.

1.9 Legal Relationship

No binding legal relationship will exist between any of the Bidders and the Company until execution of a contractual agreement.

1.10 Disqualification

Any form of canvassing/lobbying/influence/cartelization, etc. by the Bidder may result in disqualification of such Bidder

1.11 Information Confidentiality

The information contained in this RFP is strictly confidential. The Bidder shall not share this information with any other person/party not connected with responding to the RFP or even with other potential Bidders. The information contained in the RFP or subsequently provided to Bidder(s), whether verbally or in writing by or on behalf of Company shall be subject to the terms and conditions set out in the RFP and any other terms and conditions subject to which such information is provided.

1.12 Recipients' Obligation to Inform Itself

It is the Recipient's responsibility to conduct all necessary investigation and analysis regarding any information contained in the document and the meaning and impact of that information.

1.13 Evaluations of Offers

Each Recipient acknowledges and accepts that the Company may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of organizations, not limited to those selection criteria set out in this document. The issuance of document is merely an invitation to offer and must not be construed as any agreement or work order or arrangement nor would it be construed as material for any investigation or review to be carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this document that it has not relied on any idea, information, statement, representation, or warranty given in this document.

1.14 Errors and Omissions

Each Recipient should notify the Company of any error, omission, or discrepancy found in this document. Notification should be made to the address found in proposal related details

1.15 Acceptance of Terms

The purpose of the RFP is to provide necessary information to the potential Bidders, who qualify and intend to submit their response to the RFP. Though the RFP has been prepared with sufficient care and diligence with an endeavour to provide all required information to the potential Bidders, Company acknowledges the fact that the potential Bidders may require more information than what has been provided in the RFP. Accordingly, in such cases, the potential Bidder(s) may seek additional information/clarification required from Company. Company reserves the right to provide such additional information/ clarification at its sole discretion. In order to respond to the RFP, if required, and with the prior permission of Company, each Bidder may conduct their own study and analysis, as may be necessary, at their own cost and expense ensuring they adhere to the timelines mentioned in the RFP. No additional time will be provided to Bidders to undertake any analysis or study.

Company makes no representation or warranty and shall incur no liability, whatsoever, under any law, statute, rules or regulations on any claim the potential Bidder may make in case of failure to understand the requirement and respond to the RFP.

Company may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information given in the RFP and specify additional user requirements or cancel the RFP at any time without assigning any reason thereof and without any notice.
While due care has been taken in the preparation of this document, Company will not be held responsible for any inaccuracy in the information provided herein. The recipient of the RFP must apply its judgment, care and conduct its own investigation and analysis regarding any information contained in the RFP document including but not limited to the scope of work, Deliverables and timelines, etc.

It is the Bidder's responsibility to:

- Properly understand and examine the RFP;

- examine all other information available on reasonable inquiry relevant to the risks, contingencies and circumstances affecting its response;
- satisfy itself as to the completeness, correctness and sufficiency of its response;

A recipient will, by responding to the Company's RFP document, be deemed to have accepted the terms as stated in this RFP document.

1.16 Liabilities of the Company

This Invitation is not an offer by the Company, but an invitation for Vendor responses. No contractual obligation on behalf of the Company whatsoever shall arise from the invitation process unless and until a formal Purchase Order/Work Order is signed and executed by duly authorized officials of the Company and the select bidder.

2.0. Requirements Summary

2.1 Intent

The Company is issuing this RFP document (hereinafter referred to as "the RFP" which expression shall include all attachments and annexures hereto as well as all amendments, addendums, modifications and alteration hereto) to service providers, (hereinafter referred to as "the Bidder") to enable them to participate in the competitive bidding for "**Supply & Management of Cloud Based Human Resource Management System**". The selected Bidder has to provide, manage and maintain all necessary infrastructure components and application services of HRMS that would be necessary as per the defined requirements of the RFP. The selected Bidder has to ensure that the desired objectives of the Company are fulfilled.

The bidder will be required to be innovative, capable and would need to extend all their resources and services in order to meet the expectation of the Company towards the desired Services.

2.2 Year on Year Volume Projections (Tentative)*

#	Particulars	'2017 –'18	'2018 –'19	'2019 –'20	'2020 –'21	'2021-'22
1	Employee Base	160	500	1000	2000	2500

*The above projections are only indicative figures and likely to be revised upwards however should not be treated as commitment from the Company. Rates quoted by the Bidder will be valid even then when the Company does not meet these projections.

Bidders are requested to submit commercial proposal considering above projections as per **Appendix 02 – Bill of Materials.** The calculation will be considered for arriving at TCO for evaluation purpose however the payment will solely be based on actuals.

2.3 Tenure

The tenure of the contract initially would be for Five years from the date of the issuance of first purchase order by the Company. Company can further extend this at its discretion at mutually agreed terms.

2.1 Applications

The scope of works in the Request for Proposal (RFP) for the HRMS Solution would include but not be limited to providing solution for **Human Resource Management System and related services under processing model** and its maintenance and support for the tenure of the Contract. The selected Bidder's responsibility will also include providing connectivity and access to users of the company at its Corporate office and branch offices (including mobile and internet), testing, training and maintenance of the Solution required as part of this RFP which also includes all Software Development Life Cycle activities (SDLC) including customization, parameterization, implementation of application software (including migration), training, etc. covering at minimum the below listed areas of the Company's functions and requirements:

- **Human Resource Management System:**
  - Recruitment & On-boarding
  - Payroll – End-to-end Processing (including Maintenance and Liaison with Statutory Compliances like Income Tax, PF, ESIC, LWF, Shops & Establishments etc., all locations in India) and Reimbursement claims.
  - Employee Self Service Portal
  - Employee Life Cycle Management
  - Reimbursement of Claims (Periodical & Occasional like Travel etc.,)
  - Separation
  - Performance Management
  - Attendance Management / Leave Management System
  - Reports
  - Document Management

2.2 Solution Design

The company prefers solution which is highly configurable highly scalable modular in nature. The solution should have configurable attributes to configure and introduce products and services without much dependency on selected bidder. The modules should be tightly integrated and can be plugged in as and when required.

2.3 Language

The HRMS Solution should be in English. However it should have the capability to support certain communication templates in Hindi language. This capability shall be a part of standard offering of the Solution including report printing by the Company users. The data in the database will be stored in English language.

2.4 Data Migration

1. The selected vendor will be responsible for successful data migration from existing electronic data available with the Company.
2. The selected vendor will be responsible for developing extraction scripts, upload scripts, testing, rectification and carrying out the electronic data available in the Company's Payroll system/Excel sheets. The selected vendor will have to study the existing systems of the Company for the purpose of this activity.

2.5 Interfaces

The interfaces required for the Solution need to be sized, developed, installed, tested, implemented and maintained by the selected Bidder fully meeting the functional, technical and interfacing requirements. The Solution must enable all currently specified interfaces as well as allow for introduction of new interfaces/channels as the case may be. In addition to interfaces required for end to end solution for Human Resource Management System the selected Bidder must interface the Solution (Online/offline) to the below-mentioned applications of the company/bank:

- Enterprise wide data warehouse (Offline)/ Business Intelligence Applications
- Accounting Packages such as Tally
- ERP Solutions
- Document Management Systems
- Third Party Biometric attendance Management System
- Core Banking System (Salary Processing)

The selected vendor will be responsible for identifying the detailed interface requirements for integrating the proposed packages to the proposed solution. The selected vendor will be responsible for developing, testing and maintaining the interfaces during the contract period.

2.6 Training

The Vendor is required to provide training to the Company's Operations and Management teams on the proposed solution, provide a training schedule and furnish training details as per the RFP requirements at all major locations.

2.7 Manuals/Documentation

Soft copies of User and Technical manuals are to be provided for all the functionalities, modules, tools proposed for the solution separately. In addition, online contextual help for every field on the user interface with search option has to be made available for all users for all applications.

Company will require the selected vendor to follow worldwide practice and international standard for the documentation for the entire System Development Life cycle and provide same to the Company. All such documentation and manuals will have to be kept up to date with proper version control during the entire contract period. Company may require the selected bidder to deliver the following documents both in hard and soft copy to Company during development and implementation of the solutions.

1. Detailed SRS (System Requirement Specifications) Document
2. High Level Architecture Document
3. Migration Strategy Document
4. Techno – Functional Risks and Mitigation Document
5. Functionality Traceability matrix which would provide details on the interdependence of the technical components for the realization of a functionality. This matrix should provide a projection of the efforts required for completion of a technical module.
6. High Level solution Design Document

7. Detailed project plan adhering to the high level roll out plan mentioned in **Section 6.5** of this document
8. Test Plans
9. Comprehensive Test Cases Document (Unit, Integration and UAT Test Cases tested)
10. Content Management Guide
11. Change Management Methodology Document
12. Security Guide
13. User Management Guide
14. Release Notes

3.0. Scope of Work

3.1. Project Objective

1. The Company has outlined its vision for a Human Resource Management Solution, and related transformation.
2. The company intends to evaluate a cloud based Human Resource Management including End to End Payroll Management Services.
3. The selected vendor should be capable of providing cloud based HRMS including but not limited to providing, third party utilities, testing, providing interfaces required for the Solution.
4. Company during the period of the contract, based on its technical and functional requirements may intend to add additional third party application and interfaces to the HRMS. Vendor has to extend all necessary support and assistance for addition to the Solution with the required third party applications and interfaces desired by the Company at no additional costs.
5. The Vendor should ensure that all systemic changes or new requirements necessitated out of Government / other regulatory guidelines or other Company requirements as per the RFP are made available from day one of the solution going live. Any new government/ regulatory requirements that impact the provided solution to the Company need to be incorporated as a feature upgrade or an enhancement or a patch and should be provided to the Company at no additional cost during the period of the contract.

3.2. Project Scope

Description of the envisaged scope is enumerated as under. However, the Company at its discretion reserves the right to change the scope of the RFP considering the size and variety of the requirements and the changing business conditions.

1. Based on the contents of the RFP, the selected vendor shall be required to independently arrive at a solution, which is suitable for the Company, after taking into consideration the efforts estimated for implementation of the same and the resource and the equipment requirements. The Company expressly stipulates the Vendor's selection under this RFP is on the express understanding that this RFP contains only the principal provisions for the entire assignment and that delivery of the deliverables and the services in connection therewith are only a part of the assignment. The vendor shall be required to undertake such tasks, render requisite services and make available such resources as may be required for the successful completion of the entire project at no additional cost to the Company.

2. Considering the extensive nature of the assignment and the envisaged relationship with the Bidder, any service, which forms a part of facilities management that is not explicitly mentioned in this RFP as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional costs to the Company. The Bidder has to envisage all necessary services to be provided and ensure the same is delivered to the Company. The Company will not accept any plea of the Bidder at a later date for omission of critical services on the pretext that the same was not explicitly mentioned in the RFP.
3. The Vendor will be required to fix any vulnerability in the solution at no additional cost during the entire tenure of the contract. These vulnerabilities can be detected by the Company or can be a finding of any internal or external audit conducted by the Company or its auditors on a periodic basis.
4. The Vendor is required to note the following points:
    - The Vendor has to size the Solution covering hardware, software & services to ensure availability, scalability, redundancy and performance of the solution, and to meet technical and functional requirements as per the terms of the RFP within the timeframe prescribed by the Company.
    - The Vendor is completely responsible for the proposed solution to meet the scope and objectives of the RFP and all addenda & corrigenda issued thereafter. The Company assumes no responsibility for assumptions made by the Bidder. In the event the proposed solution fails to meet the Service Level Agreement (SLA) service levels and the scope and objectives of the RFP (and addendums), the Bidder will have to upgrade, modify or replace the solution at no additional cost to the Company.
    - The Bidder has to ensure the arithmetical accuracy of the technical and commercial bid. The Company will not be responsible for any errors in the bid submitted by the Bidder.
    - Any assumptions, changes, deviations other than what is specified and accepted by the Company will not be considered for the purpose of this RFP.

3.3. Interface & Integration requirements

1. Bidder has to customize, implement, train, rollout and maintain the interfaces.
2. The Bidder is required to build interfaces between the proposed Solution with the applications and systems mentioned in section 2.5 above.
3. Company expects that the integration/interface architecture is based around industry best practices.
4. The selected Bidder will be responsible for identifying the detailed interface requirements for integrating the proposed packages to the existing systems of the Company for all functionalities as mentioned in this RFP.
5. The interface architecture should be clearly defined. The integration architecture should include the types of interfaces supported; the standards used and should comply with Company architecture principles.
6. The Bidder will present to the Company the interface requirements for review. Any suggestions from the Company will have to be included by the Bidder.
7. The Bidder will be responsible for developing, testing and maintaining the interfaces. When developing the interfaces, the Bidder should ensure the requirements of data format, frequency of data transfer, quality checks and validations before data transfer and priorities for data transfer are identified and addressed.
8. The Bidder must ensure that all applicable interfaces are automated with no manual intervention required for their successful operation on an on-going basis.

9. The Bidder must ensure to incorporate all necessary security & control features within the application, operating system, database, etc. so as to maintain integrity and confidentiality of data at all times.
10. The Bidder will be responsible for setting up the test environment for interface testing.
11. The Bidder will help/assist the Company in preparing the test cases for the testing. Bidder shall ensure that the test cases meet all the testing requirements of the Company.
12. The Bidder must ensure that a sound methodology is implemented (e.g. SOA governance framework, integration competency center) to manage the interfaces.

3.4. Software Licenses

- The Company will not be responsible or liable for any infringements or unauthorized use of the licensed products. In the event of any claims against the Company for any license related issues, the selected Bidder will have to act upon the same and all liabilities and claims whatsoever will have to be settled by the selected Bidder.
- Further if the selected Bidder has missed out providing any required licenses to the Company, then the Company will not bear any additional amount for procurement of such licenses at a later date.
- Selected Bidder is required to consider the Technical Support of the Solution and related application software for the period of contract from day one.

3.5. Implementation Methodology

1. The selected Bidder should follow a suitable methodology for delivering the requirements of the RFP for the entire contract period. Accordingly, the Bidder should factor for necessary effort and team deployment. The methodology should clearly lay out the overall steps from initiation to closure of this engagement.
2. The FRSM (Functional Requirements Specification Manual) would be reviewed by the company and the selected bidder is expected to remediate all gaps identified by the Company.
3. The methodology should address all stages including development, customization, and Facilities Management services. Each step should detail the input, process and output. The selected Bidder should further provide the deliverables and sign off process for each of the deliverables at various stages. The selected Bidder would need to deploy team for implementation (including Project Manager) onsite at Company's location (Mumbai) on full time basis.
4. The selected Bidder must ensure that these resources are on the project on a full time onsite basis during the implementation phase.

3.6. Functional Requirements specifications study (FRSM)

1. The selected bidder will conduct a detailed systems requirements study and provide a solution specific FRSM for solutions relating to the functionalities as required supporting the various processes within the Company as responded y the Bidder in **Appendix 01 - Techno Functional Specification.**
2. The FRSM should include the standard operating procedure proposed for the re-aligned process. The Bidder is expected to assist the Company in aligning the business requirements with the application so as to enable centralization of desired business process, eliminate redundant and duplicate processes, increase operational efficiency and improve customer service.

3. Bidder is expected to prepare detailed documentation, presentation, workflows for the business processes affected due to implementation of the HRMS Solution and other applications implementation.
4. The Bidder shall provide the FRSM to the Company for review and comments and any comments or suggestions of the Company will be incorporated therein.
5. The Company will identify functional heads for each process, which would be responsible for the review, comments and sign–off of the FRSM.
6. The FRSM will be deemed completed when signed–off from the Company.

3.7. Business Process Definition (BPD)/Parameterization

1. The selected bidder is also expected to carry out and document a detailed current assessment for all business activities, and services performed by the Company to gain understanding of the Company's existing business and operations.
2. The selected bidder is expected to help the Company to parameterize the product and provide valuable inputs at the time of system parameterization based on the current state assessment undertaken by the selected bidder. Also, the core team training conducted by the selected bidder should reflect the understanding of the Company's current processes as a result of conducting the current assessment.
3. The selected bidder would be responsible for ensuring that the BPD/Parameterization exercise is as per the plan.

3.8. Customization

1. The Selected Bidder has to carry out all the customization as per the Appendix 01 - Techno Functional Specification without any additional cost to the company.
2. The Bidder is expected to undertake a detailed current system and procedures assessment for the Solution. The Bidder is expected to document the current state assessment and get the same reviewed and approved by the Company.
3. The Bidder is also expected to identify the current state gaps between the procedures and practices followed by the Company with the HRMS Solution being implemented and get the same reviewed and approved by the Company.
4. The Bidder needs to provide all statutory and regulatory reports as required by the regulatory institutions. The Company will not pay any additional customization costs either for gaps observed and/or gaps observed for statutory or regulatory reports as required by the Company.
5. The Bidder is expected to provide a resolution to all gaps observed during Functional specifications evaluation, Product Demonstration, Current Systems Study, Training, User Acceptance Testing (UAT), Business Process Definition (BPD) and subsequent roll out for all the proposed solutions. The cost of customization should be included in the price bid.
6. Over and above the Company MIS/report requirements (including regulatory reports) specified in the Appendix 01 - Techno Functional Specification, the Bidder must additionally make provision for configuration/customization/development and delivery of a total of 100 simple and 50customized reports/MIS from the Solution.
7. Additional customization beyond the RFP requirements: The Company may require the Bidder to address additional requirements that are none of the following:

- Bug fixes
- Gaps found during base version testing
- Gaps against the functionalities specified in Appendix 01 - Techno Functional Specification

8. The Bidder will have to ensure that the software provided as part of the HRMS Solution project meets all the requirements described in detail in the functional and technical requirements and to carry out all customizations or development work as maybe required by the Company at no additional license charge/fees/expenses.
9. The Bidder will have to provide all the MIS reports as per the requirements of the Company. For meeting the MIS requirements of the Company, the Bidder will also need to provide a report generation tool and train the Company personnel as part of the RFP. The precise scope of the customization and development work to be undertaken by the selected bidder will have to be as per the requirements of the Company as described in the RFP.

10. The selected bidder will have to document and submit to the Company all the testing activities, procedures and results. The selected bidder is required to ensure that the software provides interfaces to the other application systems at the Company as specified in respective functional specifications as per Appendix 01 - Techno Functional Specification at no additional cost or fees or charges or expenses.

11. The selected bidder will have to provide the Company weekly progress reports on the bugs/problems reported/points taken up with schedule of date of reporting, date of resolving and status for all kind of bugs and problems whether reported by Area Office/Corporate Office or selected bidder staff.

12. Customizations would be both with respect to the HRMS Solution and interfaces that the Company proposes to implement through the selected Bidder.

13. All the Data (Historical Migrated as well Ongoing) shall be retained forever and must be available to users and administrators as per the agreed user access definition

3.9. Module Integration

1. The selected bidder is expected to build integration between the modules under the scope.
2. The selected bidder would have to make a system study, identify gaps, resolve the same, test all such scenarios and then implement the same into production.
3. To ensure the tight integration of the system, the selected bidder needs to integrate all the software modules. The selected bidder will be responsible for fault detection and rectification.
4. The selected bidder is responsible to ensure that the systems are fully functional the way they are expected to operate and behave.

3.10. Gap Identification & Resolution

1. The selected bidder has to provide all functionalities as mentioned in the Appendix 01 - Techno Functional Specification, meet the Technical Requirements & provide all functionalities as mentioned in the FRSM.

2. The selected bidder will provide Company with gap identification report along with the necessary solutions to overcome the gaps and the time frames.
3. Selected bidder will ensure that all gaps identified at the time of system testing will be immediately resolved.
4. The selected bidder will ensure that gaps pointed out by the audit and inspection teams, statutory and regulatory bodies, or any other third party agency engaged by the Company will be immediately resolved.
5. The selected bidder shall resolve gaps by proposing a suitable temporary work around or customizing the proposed solution by way of modifications / enhancements, as necessary, to the proposed software solution.
6. Selected bidder will give adequate time to Company for reviewing the gap report
7. Selected bidder will incorporate all suggestions made by Company to gap report.
8. The selected bidder will ensure that they have the necessary infrastructure and people in place to resolve all the gaps within the time lines agreed, for the implementation and roll out.
9. The cost of all customizations as mentioned above is required to be included in the price bid and the Company will not make any additional costs for such effort till all the Offices are live. While costing the customization effort required, the selected bidder should exclude the effort required from the Company. The selected bidder will understand the priorities/ implications and accordingly plan the gap remediation.
10. The selected bidder is expected to document all gaps observed by the Company at various stages of implementation including their solution and monitor and track the status of the same throughout the implementation.

3.11. Testing

1. The Company proposes to conduct “User Acceptance Testing” (“UAT”) of the Solution for the purpose of ensuring that all the functionalities requested for by the Company are available and are functioning accurately. The UAT would be carried out for the HRMS Solution proposed by the selected bidder. The detailed test cases along with test data and expected results will be created by the selected bidder and approved by the Company. The Company may also add test cases if it identifies any gaps. The Company shall participate in the UAT along with the bidder; all necessary support needs to be provided by the selected bidder to the Company.
2. The selected bidder will convey to the Company that all the customizations that are required for “Go Live”, as agreed upon and signed off by the Company are completed and the solution is ready for final testing.
3. The Company expects the test environment to be available to the Company at all times, for the purpose of testing.
4. The Bidder is expected to provide access to the company employees to its test and development infrastructure. The Company plans to use the testing environment throughout the period of the contract.
5. The Bidder will assist the Company in conducting all the tests and analyzing/comparing the results. Bidder shall provide adequate full time resources conversant in respective business areas, for trouble-shooting and resolving defects during the entire UAT process.
6. Any deviations/discrepancies/errors observed during the testing phase will be formally reported to the selected Bidder and the selected bidder will have to resolve them immediately or within the UAT

approach and guidelines formulated between the Bidder and the Company. The resolution timelines will be completely aligned to the project timeline of this RFP.

7. The selected bidder will be responsible for maintaining appropriate program change control and version control for all the modifications/enhancements carried out during the implementation/testing phase.
8. The selected bidder will be responsible for providing and updating system & user documentation as per the modifications.

3.12. Data Migration

This section describes the scope for Data Migration from the existing electronic formats to the proposed HRMS Solution. The overview of the tasks for the selected bidder pertaining to data available in electronic format is as follows:

1. Formulating the Data Migration strategy and process documentation
2. Performing data mapping exercise between existing electronic data and proposed Solution
3. Providing checkpoint reports to ensure thorough reconciliation of the data, while ensuring data integrity
4. Developing Data Extraction tools (to extract data from existing standalone applications)
5. Furnish the data in a format that can be loaded into the proposed application
6. Perform the Data Upload activity
7. Assist in performing checks to ensure data migration success (by providing comparator tools, etc.)
8. Major Requirements
   i. The Company expects the selected bidder to migrate the entire data pertaining to the customer accounts
   ii. Selected bidder will be responsible for formulating the “Data Migration Strategy” and process documents.
   iii. Selected bidder will take not more than seven (7) working days from date of release of purchase order to prepare the “Data Migration Strategy” and process documents.
   iv. The selected bidder has to provide the Data Extraction tool. If required, the tool will be customized by selected bidder to meet the Company’s specific needs.
   v. Selected bidder will need to understand the file structure of the existing applications. Selected bidder will have to provide facility in the tool to generate data files in the structure as required for upload to its Solution.
   vi. Selected bidder will give the Company adequate time to review and sign–off the Data Migration Strategy and process documents.
   vii. All comments and suggestions of the Company must be incorporated in the Data Migration Strategy and process documents before obtaining sign–off.
   viii. The selected bidder will be responsible for successful data migration from the existing applications to its Solution. It is selected bidder’s responsibility to perform the data mapping and extraction in whatever format the HRMS Solution requires the data. The Company will not bear any additional cost for data migration, nor will be responsible for the same.
   ix. Data will be extracted from existing systems & manually captured data files in the flat file/required file format. These flat files/required files will be validated and uploaded, the upload process will generate Exception, Error and Control reports to facilitate rectification of the data loaded.

x. Selected bidder may associate the Company's personnel proficient in the legacy systems for assistance during the data migration exercise.

xi. Identify areas of data mapping and suggest data requirements for the gaps identified.

xii. In the event of any gaps in the field mapping reports, the same would be discussed with the Company and the agreed solution would be documented by selected bidder and signed off from the Company at no additional cost to the Company. Selected bidder would give the Company adequate time for the review of the agreed solution and incorporate the modifications as suggested by the Company. Selected bidder shall ensure that workarounds or default values moved to the production database (or final output files) as a result of gaps in the field mapping are duly taken care of after successful migration to new Solution and the Company officials informed of the same in writing.

xiii. It is imperative that the data which is extracted from the source system be clean. This can be achieved by running exception/data integrity reports on the source system prior to data extraction. The Company should use these reports to rectify the invalid data.

xiv. It will be the responsibility of selected bidder to ensure complete data cleaning and validation for all data being migrated from the existing systems to the new HRMS Solution.

xv. The data upload tool has standard reports for reconciliation of the migrated data. Similar reports will have to be developed on the source system to facilitate end-to-end reconciliation of the migrated data. The Company may perform checks on migrated data and reconcile the control reports to ensure that the data migration is successful.

xvi. It will be the responsibility of selected bidder to convey to the Company, at least 10working 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 existing applications and those that need to be obtained by the Company.

xvii. In the event the Company is unable to obtain all the mandatory fields as conveyed by the selected bidder, the selected bidder shall suggest the most suitable workaround to the Company. Selected bidder shall document the suggested workaround and sign-off should be obtained from the Company for the suggested workaround.

xviii. Selected bidder has to ensure that only experienced personnel who have past experience in data migration activities are deployed for data migration process. The personnel would need to be deployed at Company's location on full time basis. Selected bidder has to submit the data migration team profiles as per Appendix 13 – Project Team profiles.

xix. Selected bidder shall ensure that sufficient training is imparted to the data migration team of the Company with regards to but not limited to data structure, field mapping requirements, field validations, default values and gaps in field mapping reports.

xx. Selected bidder shall develop the data conversion programs to convert Company's data to required upload format. Selected bidder shall perform mock data migration tests to validate the conversion programs.

xxi. Selected bidder will be responsible for assisting the Company in conducting the acceptance testing and in verifying the completeness and accuracy of the data migrated from the legacy applications to the proposed system.

xxii. The Company or its consultants may, at its will, verify the test results provided by selected bidder.

xxiii. The Company reserves the right "to audit"/"appoint an external auditor to audit" the process of data migration and/or the completeness and accuracy of the data migrated during the entire exercise of data migrations. The selected bidder has to facilitate audit at no additional cost to the Company.

xxiv. Any gaps/discrepancy observed will be reported in writing to selected bidder, who will act upon them and resolve the same immediately or within maximum 5 working days from the day of reporting the same.

xxv. Selected bidder will be responsible for obtaining the data from the Company for the purpose of migration.

xxvi. Selected bidder will be responsible to develop control reports for verification of the data both before and after migration.

xxvii. Selected bidder has to provide data comparator tools for the purpose of checking the source and target data for data migration success.

9. Data Migration Activity Timelines

Selected bidder shall provide Data Migration services until the entire data is migrated successfully into the production environment and the Company goes live on the HRMS Solutions.

3.13. Training

1. The Selected bidder will be responsible for training the Company's employees in the areas of parameterization, implementation, migration, operations, management, error handling, system administration, etc. The training should at least cover the following areas:
    - Functionality available in the solution
    - Product setup and Parameterization
    - Impact analysis
    - Advanced user training
    - Techniques of generating various MIS/EIS reports
    - Using of all the auditing tools being provided
    - Developing new audit reports/tools in the proposed solution
    - System and Application administration
    - Log analysis and monitoring
    - Database and data dictionary
2. The training batches may be continuous or in staggered fashion
3. All trainings are to be conducted at Company premises.
4. Training infrastructure such as training rooms, projectors, etc. will be provided by the Company. The selected bidder will be responsible for providing trainers and any requisite training materials to the trainees.
5. The onus of preparing the training material will be on the selected bidder.
6. The selected bidder will be expected to deliver to the Company, one physical copy and one electronic copy of documentation for each of the deliverables and online context-sensitive help module included in the software to enable the Company's personnel to use and understand the operations of the deliverables. The Company may make additional copies of the Company specific documentation for its internal use.

7. The selected bidder has to ensure that there is online help available for each functional area within the solution post go live of the application for every user of the Company.

4.0. High-level Roll-Out Plan

The Company has planned to implement the HRMS Solution across all its Offices (as decided by the Company). The selection bidder should implement solution within eight weeks from the date of issuance of Purchase Order (PO)

5.0. Service Levels

The Vendor understands the largeness of this Project and that it would require tremendous commitment of financial and technical resources for the same, for the tenure of Contract under this RFP. The Vendor therefore agrees and undertake that an exit resulting due to expiry or termination of Contract under this RFP or for any reason whatsoever would be a slow process over a period of six (6) months, after the completion of the notice period, and only after completion of the Vendors obligations under a reverse transition mechanism. During this period of Reverse Transition, the Vendor shall continue to provide the Deliverables and the Services in accordance with the contract under this RFP and shall maintain the agreed Service levels. The Company shall make payment for these services as per terms.

The Company expects that the successful Vendor to adhere to the following minimum Service Levels:

- Any fault/ issue/ defect failure intimated by Company through any mode of communication like call/e-mail/fax etc. are to be acted upon, so as to adhere to the service levels. Business/ Service Downtime and Deterioration shall be the key considerations for determining “Penalties” that would be levied on the Successful Vendor.

- The Vendor should have 24X7 monitoring, escalation and resolution infrastructure.

- Time bound problem addressing team (onsite/offsite) for the complete contract period.

- Vendor to arrange for updation required in the system to meet the changes suggested by RBI/ Govt. of India/ regulatory authorities towards compliance as part of ATS at no extra cost to Company for the entire contract period. Any delay in meeting the timelines would result in penalty.

Vendor will have to guarantee a minimum uptime of 99.5%, calculated on a monthly basis. Application (As a whole / any module of the application) availability will be 99.5% on 24x7x365. The penalty will be calculated as per the details given below.

Uptime percentage - 100% less Downtime Percentage

Downtime percentage - Unavailable Time divided by Total Available Time, calculated on a monthly basis.

Total Available Time – 24 hrs per day for seven days a week excluding planned downtime

Unavailable Time - Time involved while the solution is inoperative or operates inconsistently or erratically.

Uptime Percentage	Penalty Details
A >= 99.5%	No Penalty
99.5% =< A <99%	2% of cost of monthly charges
99% =< A <= 98.5%	5% of cost of monthly charges

A < 98.5%	Penalty at an incremental rate of 1% (in addition to a base of 5%) of cost of monthly charges for every 0.1% lower than the stipulated uptime

The uptime percentage would be calculated on monthly basis and the calculated amount would be adjusted from every subsequent quarter payment. The SLA charges will be subject to an overall cap of 10% of the Monthly Payment and thereafter, Company has the discretion to cancel the contract. If Vendor materially fails to meet an uptime of 99.50% for three (3) consecutive months, the Company may have the right to terminate the contract. In case if there is no pending invoices to be paid by the Company to the vendor, the vendor has to submit a pay order / cheque payable at Mumbai in favour of BOB Financial Solution Limited for the same within 15 days from the notice period from the Company.

Availability Service Level Default

- Availability Service Level will be measured on a monthly basis.
- A Service Level Default will occur when the vendor fails to meet Minimum uptime (99.5%), as measured on a monthly basis.

Bidder shall determine the severity levels based on the criteria mentioned below:

Severity Level	Number of users impacted	Effective Downtime
Severity 1	Any problem where > 20% of the users of the application are affected	100%
Severity 2	Any problem <= 20% of the users and > 10% of the users of the application are affected	90%
Severity 3	Any problem where <= 10% of the users of the applications are affected	80%

SLA Penalty Calculation:

E.g. - There is an incident which occurs under the Severity Level 2 for which the downtime is for 5 hours in a month. Therefore the effective downtime for the month would be:

5 hours x 90% = 4.5 hours

Therefore, the downtime of 4.5 hours would be considered due to this incident while computing the availability of the application.

6.0. RFP Response Instructions

6.1. Rules for responding to the RFP

All responses received after the due date/time would be considered late and would be rejected.

6.2. Price

I. The vendor is requested to quote in Indian Rupee (INR). Bids in currencies other than INR would not be considered. The date for opening of price bids would be communicated separately to the successful bidders post the completion of the technical evaluation

II. The prices and other terms offered by vendors must be firm for an acceptance period of 180 days from the opening of the commercial bid.

III. The prices quoted by the vendor shall be all inclusive, that is, inclusive of all taxes, duties; levies etc. except GST (wherever applicable) will be paid extra. Octroi /entry tax will be paid on actual on production of original receipt. There will be no price escalation during the contract period and any

extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

IV. In case of any variation (upward or down ward) in Government levies / taxes / cess / excise / custom duty etc. which has been included as part of the price will be borne by the Vendor. Variation would also include the introduction of any new tax / cess/ excise, etc provided that the benefit or burden of other taxes quoted separately as part of the commercial bid like GST and any taxes introduced instead of Service tax, VAT and levies associated to Service Tax, VAT or any new taxes (other than excise, custom duties, other duties and associated government levies) introduced after the submission of vendor's proposal shall be passed on or adjusted to the Company. Local entry tax and octroi will be paid on actuals based on receipt provided. If the Vendor makes any conditional or vague offers, without conforming to these guidelines, the company will treat the prices quoted as in conformity with these guidelines and proceed accordingly. Local entry taxes / octroi whichever is applicable, if any, will be paid by the Bank on production of relative invoices / payment receipts / documents. Necessary documentary evidence should be produced for having paid the customs / excise duty, sales tax, if applicable, and or other applicable levies

V. If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge other than VAT or GST &entry tax or octroi and if the Company 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 company 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, the Company shall adjust the amount out of the payments due to the Vendor from the Company along with the interest calculated at commercial rate

VI. Terms of payment as indicated in the Purchase Contract that will be issued by the company on the selected Vendor will be final and binding on the vendor and no interest will be payable by the Company on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the vendor should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Company and that the Invoice would be governed by the terms contained in the Contract concluded between the Company and the vendor".

VII. The Company will consider the Total Cost of Ownership (TCO) over a Five year period.

6.3. Price Comparisons

a. The bidder will be required to submit commercial bids as part of the bid submission. The Company will open commercial bids of technically qualified bidders in front of these bidders 'representatives after the technical evaluation is completed.

b. Normalization of bids: The Company will go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that vendors are more or less on the same technical ground. After the normalization process, if the Company feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Company may at its discretion ask all the technically short-listed vendors to resubmit the technical bids once again for scrutiny. The Company can repeat this normalization process at every stage of technical submission or till the Company is satisfied. The vendors agree that they have no reservation or objection to the normalization process and all the technically short listed vendors will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Company during this process. The vendors, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

c. 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. The rate quoted by the vendor should necessarily include the following:
   i. Prices quoted by the Vendor should be inclusive of all taxes, duties and levies etc. except Service Tax, VAT / CST &Octroi /entry tax (wherever applicable) will be paid extra. Octroi / entry tax will be paid at actuals on production of original receipt. The Vendor is expected to provide a breakup of the taxes indicated in the commercial bid format. The Vendor is expected to provide the tax types and tax percentage in both the commercial and masked bids (without amounts being submitted in the technical response).
   ii. The Vendor is expected to provide for services which are required to be extended by the Vendor in accordance with the terms and conditions of the RFP and subsequent contract.
   iii. The Vendor must provide and quote for the product and services as desired by the Company 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.
   iv. End of Sales/ End of support: The Vendor has to ensure that any application, related software supplied / put to use as part of this RFP should not have reached end of support. In the event if any equipment supplied / put to use by the vendor reaches end of support, within the contract period from the date of use, the vendor has to replace the equipment/ software at no additional cost to the Company before end of support.

6.4. Bid Security and Performance Guarantee

I. Bid Security
- Bidders are required to submit an Bid Security/ Earnest Money Deposit (EMD) for Rupees Five lakhs only (INR 5,00,000 only) by way of Bank Guarantee (Appendix 05 – Pro forma for Bank Guarantee) issued in favor of "BOB Financial Solutions Limited" valid for 180 days from the last date of submission of the bidalong with Technical Offer. The Bank Guarantee should be of a Scheduled Commercial Bank only and will be accepted subject to the discretion of the Company.
- Offers made without the Earnest Money Deposit will be rejected.
- The amount of Earnest Money Deposit would be forfeited in the following scenarios:
  - In case the Bidder withdraws the bid prior to validity period of the bid and after last date of submission of the bid for any reason whatsoever;
  - In case the successful Bidder refuses to accept and sign contract within 1 month of issuance of contract order/letter of intent for any reason whatsoever; or
  - In case the successful Bidder fails to provide the performance guarantee of 10% of contract value within 45 days from the date of issuance of Purchase Order by Company or signing of the contract, whichever is earlier, for any reason whatsoever, the EMD will be fortified.
  - EMD/Bank Guarantee should not be included with Technical or Commercial bid. It should be in separate cover to be handed over to the Company.

II. Performance Guarantee
- The successful vendor shall provide a Performance Guarantee within 45 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in Appendix-05 to the extent of 10% of the total contract value (5 times of the year 1 TCO) for the entire period of the five year contract plus 6 months and such other extended period as the Company may decide for due performance of the project obligations. The guarantee should be of that of a Scheduled Commercial Bank only.
- In the event of non-performance of obligation or failure to meet terms of this RFP the Company 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 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 Company reserves the right to recover any dues payable by the selected vendor from any amount outstanding to the credit of the selected vendor, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.
- If the Performance guarantee is not submitted within the stipulated time, the Company reserves the right to cancel the order / contract and the earnest money deposit taken from the vendor, will be forfeited.
- The project will be deemed complete only when all the solutions and items contracted for by Company are delivered in good condition, installed, commissioned, implemented, tested and accepted along with the associated certification, documentation and training provided to Company's employees in compliance with the terms of this RFP and as per the requirements of the contract executed between Company and the selected bidder and the acceptance criteria defined in this document is met.
- The bid security (EMD) would be returned to the successful Bidder after the submission of the performance guarantee

6.5. Others

I. Responses to this RFP by the Bidders shall not constitute an obligation on the part of the Company to award a contract for any services or combination of services. Failure of the Company to select a Bidder shall not result in any claim whatsoever against the Company and the Company reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.

II. By submitting a proposal, the Bidder agrees to promptly contract with Company for any work awarded to the Bidder, if any. Failure on the part of the selected Bidder to execute a valid contract with Company within 45 days from the date of Purchase order herein will relieve Company of any obligation to the Bidder, and a different Bidder may be selected based on the selection process of Company.

III. The terms and conditions as specified in the RFP, addenda and corrigenda issued by the Company thereafter are final and binding on the Bidders. In the event the Bidder is not willing to accept the terms and conditions of Company, the Bidder may, in sole discretion of Company, be disqualified.

IV. The Bidder must strictly adhere to the delivery dates or lead times identified in their proposal including the project timeline. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Company, may constitute a material breach of the selected Bidder's performance. In the event that the Company is forced to cancel an awarded contract (related to this RFP) due to the Bidder's inability to meet the established delivery dates that Bidder will be responsible for any re-procurement costs suffered by the Company. The liability of re-procurement costs in such an event could be limited to the amount actually spent by Company for procuring similar deliverables and services. The re-procurement cost would be established post a reasonable due – diligence of the re-procurement cost to be incurred.

V. By submitting the bid, the Bidder represents and acknowledges to the Company that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. The Bidder represents that all services supplied in response to this RFP shall meet the proposed Solution requirements of the Company. The Bidder shall be required to independently arrive at a Solution, which is suitable for the Company, after taking into consideration the effort estimated for implementation of the same. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to Company. The Bidder also acknowledges that Company relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, Company expects the Bidder to

fulfill all the terms and conditions of this RFP. The modifications, which are accepted by the Company in writing, shall form a part of the final contract.

VI. The Bidder shall represent that the proposed software solution and its documentation and/or use of the same by Company shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The Bidder further represents that the documentation to be provided to Company 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 Bidder represents and agrees to obtain and maintain validity throughout the Contract, of all appropriate registrations, permissions and approvals, which are statutorily required to be obtained by the selected Bidder for performance of the obligations of the selected Bidder. The Bidder further agrees to inform and assist the Company for procuring any registrations, permissions or approvals, which may at any time during the contract period be statutorily required to be obtained by the Company for availing services from the selected Bidder.

VII. All terms and conditions, payments schedules, time frame for implementation, expected service levels as per this RFP will remain unchanged unless explicitly communicated by Company in writing to the Bidders. The Bidder shall at no point be entitled to excuse themselves from any claims by Company whatsoever for their deviations in conforming to the terms and conditions, payments schedules, expected service levels, time frame for implementation etc. as mentioned in this RFP.

VIII. The Bidder covenants and represents to Company, the following:

- It is duly incorporated, validly existing and in good standing under as per the laws of the jurisdiction of its incorporation.
- It has the corporate power and authority to perform its obligations hereunder and to execute appropriate contracts in terms of this RFP. The performance of terms and conditions under the RFP by it and the performance of its obligations hereunder are duly authorized and approved by all necessary action.
- The execution, delivery and performance under an Agreement by such Party:
  - Will not violate or contravene any provision of its documents of incorporation.
  - 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.
- 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.
- ~~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 RFP 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.~~
- The selected Bidder shall undertake to provide appropriate manpower as well as other resources required, to execute the various tasks assigned as part of the project, from time to time. The Company has the right to interview any and all of the resources deputed by the selected bidder and only upon satisfaction will allow the resource to work on the project.

- All RFP response documents would become the property of the Company and the Company also would not return the bid documents to the Bidders.
- Company will not bear any costs incurred by the Bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.
- Company reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

6.6. Other RFP Requirements

1. Company reserves the right to cancel this RFP any time or at any stage without any reason / notice to the vender or change/add any terms and conditions of the RFP by issuing addenda/corrigenda and putting it on Company's website.
2. Company reserves the right to extend the dates for submission of any and all responses to this document.
3. Bidders shall have the opportunity to get their doubts clarified pertaining to the RFP in order to clarify any issues they may have, prior to finalizing their responses. All questions are to be submitted to the contact officer, not later than the query submission date noted in RFP and as indicated by Company from time to time. Responses to inquiries and any other corrections and amendments will be distributed to all Bidders by fax or in electronic mail format.
4. If there are conflicting points in the RFP, the Company reserves the right to take a position on the conflicting issue which will be binding on the selected Bidder any time during the period of contract. No appeal will be entertained.
5. Preliminary Scrutiny – Company 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. Company may, at its discretion, waive any minor non- conformity or any minor deficiency in an offer. This shall be binding on all Bidders and Company reserves the right for such waivers and Company's decision in the matter will be final.
6. Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, Company may, at its discretion, ask some or all Bidders for clarification of their offer. Company has the right to disqualify the Bidder whose clarification is found not suitable to the project requirements.
7. No Commitment to Accept Lowest bid or Any bid – Company shall be under no obligation to accept the lowest price bid or any other offer received in response to this RFP. Company will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations in respect of the rejection.
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. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable. Company 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. Bids with eraser/over writing/cutting are liable to be rejected.
9. Right to Alter requirements – Company reserves the right to alter the requirements specified in the RFP. Company also reserves the right to delete one or more items from the list of items specified in the RFP. Company will inform all Bidders about changes, if any. The Bidder agrees that Company has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions in quantities. The Company will have the right to increase or decrease any quantities in the bid and the unit/pro-rata rates would be applicable for such alterations in quantities till the period of the contract.

10. Since some of the payment terms warrant monthly payouts from Company vis-à-vis SLA monitoring, it is to be noted that any such monthly payments will be released and penalties if any, as defined by SLAs, shall be adjusted in the payment for the last month. Balance penalties, if any shall be levied in the payment for the subsequent months.
11. The Bidder shall perform its obligations under this RFP as an independent contractor, and may engage subcontractors (with requisite prior permission from bob card applicable, if any) to perform any of the deliverables or services. Neither this RFP nor the Bidder's performance of obligations under this RFP shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between Company and the Bidder or its employees, subcontractor; and the Bidder shall not have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of Company.
12. Details of Sub-contracts, as applicable: If required by Company, selected Bidder should provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that the selected bidder will not subcontract primary functions stipulated in this RFP and notwithstanding the use of subcontractors by the selected Bidder for purposes other than main functions, the selected Bidder shall be solely responsible for performance of all obligations under the RFP irrespective of the failure or inability of the subcontractor chosen by the selected Bidder to perform its obligations. The selected Bidder shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits for its employees and sub-contractors.
13. Selected Bidder shall inform their readiness for the pre-delivery/post-delivery inspection at least 15 days in advance. Inspection of the centralized application and data base servers, etc. will be carried out at the Vendor's Data Centre/DRC. All reasonable facilities, tools and assistance including access to drawings and production data should be provided to Company's officials and the representatives during inspection. There shall not be any additional charges for such inspection. However, Company will have the discretion to recover the costs related to travel and stay of its staff / representatives if the services offered for inspection is not as per Company's requirement or the test conditions are not complied with.
14. There will be an acceptance test by Company or its nominated representatives after installation of the Solutions. In case of discrepancy Company reserves the right to cancel the entire contract and the Bidder should take back its solution at its costs and risks. The test will be arranged by the Bidder at the sites in the presence of the officials of Company and / or its representatives. The tests will involve trouble-free operation of the complete solution during UAT apart from physical verification and testing. There shall not be any additional charges for carrying out this acceptance test. Company will take over the system on successful completion of the above acceptance test. The installation cum acceptance test & check certificates jointly signed by selected Bidder's representative and Company's official or any consultant / auditor appointed by Company should be submitted at Project Management Office of Company, along with invoice etc. for scrutiny before taking up the request for consideration of payment.
15. The Bidder has to submit the escalation matrix upto the highest management authority of the Bidder the along with necessary contact details
16. However, the selected Bidder shall install and commission the solution, in terms of this RFP, at locations designated by Company or at such Centers as Company may deem fit and the changes, if any, in the locations will be intimated to the Bidder.
17. The selected Bidder is responsible for managing the activities of its personnel or the personnel of its subcontractors/franchisees, if any, and will be accountable for both. The Bidder shall be vicariously liable for any acts, deeds or things done by their employees, agents, contractors, subcontractors, and their employees and agents, etc. which is outside the scope of power vested or instructions issued by Company. Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Bidder 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 Contract to be issued for this RFP. No right of any employment shall accrue or arise, by virtue of

engagement of employees, agents, contractors, subcontractors etc. by the selected bidder, for any assignment under the contract to be issued for this RFP. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of the selected bidder shall be paid by selected bidder alone and Company shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of selected bidder's employee, agents, contractors, and subcontractors, etc. The selected bidder shall hold Company, its successors, assignees and administrators and its directors and officials, fully indemnified and harmless against loss or liability, claims, actions or proceedings, if any, that may arise from whatsoever nature caused to Company through the action of selected bidder 's employees, agents, contractors, subcontractors etc. However, the selected bidder would be given an opportunity to be heard by Company prior to making of a decision in respect of such loss or damage.

18. Company shall inform the selected bidder of all known breaches and claims of indemnification and the selected bidder shall be required at their expense to remedy the breaches, defend, manage, negotiate or settle such claims. The written demand by Company as to the loss / damages mentioned above shall be final, conclusive and binding on the selected bidder and selected bidder shall be liable to pay on demand the actual amount of such loss / damages caused to Company including but not limited and all costs and expenses, including, without limitation, reasonable attorneys' fees and court costs. In respect of demands levied by Company on the Bidder towards breaches, claims, etc. Company shall provide the selected bidder with details of such demand levied by Company. For the purposes of this section, the indemnity may include but not limited to the areas mentioned, i.e., "claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the selected bidder to its employees, its agents, contractors and sub-contractors." However, there are other indemnities such as indemnity for IPR violation, confidentiality breach, etc., that the Bidder is expected to provide as per the RFP. The selected bidder's representative will be the point of contact for Company. The delivery, installation, configuration status of the project should be reported on a weekly basis.
19. In case of software supplied with the solution the selected bidder should ensure that the same is licensed and legally obtained with valid documentation made available to Company.
20. Technical inspection and performance evaluation – Company may choose to carry out a technical inspection/audit and performance evaluation of solution offered by the Bidders. The Bidder would permit Company or any person/persons appointed by Company to observe the technical and performance evaluation / benchmarks carried out by the Bidder. Any expenses (travel, stay, etc.) incurred for the same would be borne by the Company.
21. The Bidder shall ensure that the solution provided and sized by the Bidder is capable of meeting Company's current and terminal year transaction and business volumes.

7.0. Additional Information

1. Selected bidder and/or its authorized service providers should have their own employees for execution of projects. However, selected bidder will be fully responsible for the service for the service providers. Company will not make any reference to them. In case of any deficiency in service, penalties will be to the selected Bidder's account.
2. The selected bidder shall solely be responsible for all payments (including any statutory payments) to its employees and / or subcontractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of Company, nor seek to be treated as employees of Company for any purpose, including claims of entitlement to fringe benefits provided by Company, or for any kind of income or benefits. The selected bidder 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 selected bidder will make all required payments and deposits of taxes in a timely manner.

7.1. Numbering of Pages

All pages of the bid including brochures are to be numbered as Page --- (current page) of --- (total pages) in a seriatim along with proper index. The numbering shall be done separately for Eligibility Bid, Technical Bid and Commercial Bid, and not section-wise.

7.2. Authorized Signatory

The Bidder shall submit the bid authenticated by an authorized person from any of their offices in India. 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.

7.3. Cost of Preparing the Bids

The cost of preparing the response to this RFP will be the responsibility of the Bidder and Company will not be liable for any cost incurred by the Bidder.

7.4. Clarification on RFP Document

1. The Bidder shall carefully examine and understand the specifications /conditions of RFP, intent of the RFP and seek clarifications, if required, to ensure that they have understood all specifications/conditions/intent of RFP for implementing the Origination Systems Solution in total.
2. The Bidder in all such cases must seek clarification in writing in the same serial order of that of RFP by mentioning relevant page number and clause number of RFP. Such clarifications should be sought, by submitting a list of queries as per Appendix 11 – Pre Bid Query Format in writing to Company on or before the timeline prescribed in this RFP under "Schedule of activities and events"
3. All clarifications/queries on the bid are to be in writing and are to be addressed to:

The Assistant Vice President, Systems

Pre-bid queries can be submitted in the format provided in Appendix 11 - Pre Bid query format on the following email-ids:

Systems@bobcards.com , cc: ccb.bcl@bankofbaroda.com

7.5. Normalization of bids:

Company may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that Bidders are more or less on the same technical ground. After the normalization process, if Company feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; Company may at its discretion ask all the technically Shortlisted Bidders to resubmit the technical and commercial bids once again for scrutiny.

The re-submissions can be requested by Company in the following two manners

- Incremental bid submissions in part of the requested clarifications by Company, OR
- Revised submissions of the entire bid in the whole

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

7.6. Validity of Bids

The bids shall remain valid for a period of 180 days from the last date of submission of bids. All responses including commercial and technical bids would be deemed to be irrevocable offers/proposals from the Bidders and shall, if accepted by Company, form part of the final contract

between Company and the selected Bidder. Company may seek further extensions of the bid validity, if required.

7.7. Bidder's Quote/Offer

I. Bidders 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.
II. The Bidder must furnish requirements as per the formats provided in the RFP document.
III. While submitting the bid, the Bidder is required to comply with inter alia the following CVC guidelines detailed in Circular No. 03/01/12 (No. 12-02-6 CTE /SPI (I) 2 / 161730 dated 13.01.2012):
Commission has decided that in all cases of procurement, the following guidelines may be followed:
    - In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
    - If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.'

The decision of the Company shall be final and binding in this regard.

Related Parties -

- In the following circumstances company will have discretion to reject the Proposal/ response or accept the Proposal/ response with some conditions stipulated by 'the Bank'.
- Proposal/Response submitted by holding company and its subsidiary
- Proposal/Responses submitted by companies having common director/s
- Proposal/ Responses submitted by partnership firms / LLPs having common partners
- Proposal/Responses submitted by companies having the same group of promoters/ management
- Any other proposal/ response in the sole discretion of the company is in the nature of multiple bids.

7.8. Integrity Pact

The successful bidder will be required to enter into an integrity pact with the Company as per the CVC guidelines. The integrity pact is available on the CVC website.

7.9. Submission of Bids

1. All envelopes with RFP response should be submitted to the authorized person at the address given in Section 1.4–Important Details (Schedule of Events, contact & communication details etc.)
2. The response should be submitted to the authorized person on or before the last date & time of submission mentioned in section 1.4. If the last date of submission of RFP response is declared as a holiday for any reason then the last date for submission of RFP response will fall on the next working day of the Company. The bids which are received after the scheduled date and time will be rejected by the Company.
3. The responses should not be submitted by post or by courier.
4. All envelopes should be securely sealed and stamped.
5. For all eligibility, technical and commercial bid openings, the Bidders are required to carry authorization letter from the authorized signatories as per format specified in Appendix 03 – Authorization letter format.
6. The bid should constitute three separate parts. The response should be organized and submitted in the following manner:

Part I - Eligibility Bid:

I. The Eligibility Bid containing the response to eligibility requirements for the solutions and other applications is to be sealed in a separate Envelope superscripted on the top of the cover as "**ELIGIBILITY BID for Selection of Service Provider for Cloud Based Human Resource Management System"**.
II. Covering letter certifying eligibility criteria compliance (eligibility criteria as defined in Annexure 01);
III. The Eligibility bid must contain application money Demand Draft / Banker's Cheque and Bank Guarantee as per Appendix 05 towards EMD.
IV. Letter with details of authorized signatories/Power of Attorney's in the name of the authorized signatories who can represent the Bidder/s with regard to the obligations under the RFP or contract
V. Hardcopy of duly filled up Annexure 01 – Eligibility criteria compliance including supporting credential letters/testimonials from relevant organizations or copies of documentation from clients or purchase order copies certifying compliance and Bid security; and
VI. CD/DVD containing the soft copy of eligibility proposal should be provided in the envelope carrying the hard copy.

Part II - Technical Bid

I. The Technical Bid containing the response to both technical and functional requirements for the Solution is to be sealed in a separate Envelope superscripted on the top of the cover as "**TECHNICAL BID FOR Selection of Service Provider for Cloud Based Human Resource Management System**".
II. The Bidder should also include the masked (without prices) commercial bid in the technical bid. The masked Indicative Bill of Materials which would be submitted as part of the Technical bid should contain "XX" instead of actual commercial value for ALL the corresponding commercial values. The Bidder must note that the masked commercial bid should be actual copy of the commercial bid submitted with prices masked and not the Pro-forma/format of the Appendix 02 – Bill of Materials in the RFP.
III. Soft copy of the response to the technical bids (in MS excel/MS word) should also be provided. The Bidder should certify that the contents of the soft copy are same as that provided in hardcopy as per Appendix 08 – Conformity with Hardcopy Letter. In case of any discrepancies between the hardcopy and softcopy the Company will use the hardcopy submitted by the Bidder for the evaluation. THE SOFT COPY SHOULD NOT CONTAIN COMMERCIALS AND COMMERCIALS ARE TO BE ENCLOSED ONLY IN COMMERCIAL BID COVER.
IV. The hard copy of the technical proposal should be bound in such a way that the sections of the proposal can be removed and separated easily. Signed copy of the RFP, all annexure and appendices fully filled up need to be submitted.
V. Hard copy of the technical bid, hard copy of the masked commercial bid and CD/DVD containing the soft copy of technical bid should be provided in the same envelope.

The Bidders have to note that the Technical Proposal must contain the following

a. Executive summary of Bidder's response
b. Duly signed covering letter by the authorized signatory as per Appendix 04 – Bid undertaking letter
c. Detailed technical write up covering the detailed scope of work
d. Masked copy of the Bidder's final commercial bid **Appendix 02 – Bill of Materials** duly masking the price details
e. Conformity letter as per Appendix 07

f. Conformity with hardcopy letter as per Appendix 08
g. Appendix 09 – Proposed partners
h. Project team profiles as per Appendix 12
i. Product roadmap of the proposed solution for the next three years
j. Proposed timelines of implementation
k. Comments on the RFP terms and conditions as per Appendix 06 – Comments on T&C
l. Soft copy of the technical bid. Soft Copy of masked commercial bid should not be placed in technical bid.
m. Hard copy of the commercial bid as per **Appendix 02 – Bill of Materials** with prices masked.
n. Detailed week-wise project plan adhering to the high-level roll out plan mentioned in Section 6.3 of this RFP
o. Any other relevant information in general

Part III – Commercial Bid

I. The bidder will be required to submit commercial bids as a part of the bid submission.

II. The placement of hard copy of commercial bid in eligibility bid or technical bid covers will make the bid liable for rejection.

III. Post the commercial evaluation process the L1 bidder would be required to submit their final commercial as per Appendix 02 - Bill of Materials and other terms and conditions of the RFP on prices. In a nutshell, the commercial Bid details will need to be provided for all requirements of the Company to arrive at TCO of the solution.

IV. Response to the commercial bid shall include cost of supply, installation, implementation and all the items required for commissioning and functioning of the Solution. It is the responsibility of the Bidder to provide all the items which may or may not have been mentioned in the Bid to ensure commissioning and functioning of the Solution within the final agreed price between the selected Bidder and Company.

The total cost to be specified by the Bidder must cover separately the following as detailed in Appendix 02 - Bill of Materials. This would include:

a. Development charges
b. Implementation and Customization Cost of the solution
c. AMC, ATS & Others
d. Service desk and Facilities Management – Manpower

The Bidders have to note that the commercial bid proposal must contain the following:

a. Covering letter duly signed by the authorized signatory
b. Table of contents
c. Bill of Material as per Appendix 02 duly filled in.
d. Soft copy of Commercial Bid

7.10. Overall Bid

1. The separately sealed envelopes containing Eligibility Bid, Technical Bid and Commercial Bid for the **HRMS solution** shall be submitted in another single sealed envelope super-scribed on the top of the envelope as: **'Bid for Selection of Service Provider for Cloud Based Human Resource Management System No. XXXXX dated DATE_OF_RFP_RELEASE"**

2. The envelope is to be delivered to Company against acknowledgement.
3. The Bidder shall take care to submit the Bid properly filed so that the papers are intact. The Bidder shall submit the bid in suitable capacity of the file such that the papers do not bulge out and tear during scrutiny. The Bids, which are not sealed as indicated above, are also liable to be rejected.
4. The price schedule shall be submitted in commercial Bid only.
5. The Bidder while furnishing the cost under the above heads must furnish the split up cost particulars of all major components/line items under each head.
6. The commercial bid is obtained for all the solutions and Company will place a single order after finalizing the Bidder.
7. Further, while the Bidder has to quote for all the components of the solution, Company may at its discretion wherever beneficial, procure licenses for some software separately, based on any existing agreements entered into for purchase of such software.

7.11. Compliance Statement

1. The Bidder shall certify the compliance or deviation of all clauses, terms conditions and specifications stipulated in RFP, as per Appendix 07 – Conformity Letter. The Data sheet as per Appendix 06 – Comments on Terms & Conditions shall also be submitted.
2. Non-submission of duly filled & signed conformity letter and Data Sheet will make the bid liable for rejection.
3. The Bidder shall not just indicate that details are enclosed and submit brochures, manuals, documents etc. Instead, they shall detail their reply for each clause in Appendix 06 – Comments on Terms and Conditions and they shall also indicate the Page number in the bid, at which additional information are enclosed in the brochures, manual, documents etc. The Bidder shall ensure correctness of referred page nos.

7.12. Opening of Bids

1. Opening of Eligibility and Technical Bids
   - The Eligibility and Technical bid shall be opened in the presence of Bidders' representatives who choose to attend as mentioned in section 1.4 – Important Details. The Bidder representative may be present during the bid opening at our office address mentioned above well in time along with the authorization letter from the Bidder Company.
   - The Bidders may note that no further notice will be given in this regard. Further, in case Company does not function on the aforesaid date due to unforeseen circumstances or holiday then the bid will be accepted on the next working day of the Company and bids will be opened at the same venue on the same day.
   - Company however reserves the right to change the date & time for opening of Eligibility and Technical bid without assigning any reason whatsoever. In case there is a change in the schedule the same will be intimated to the Bidders by publishing on the Company's website for enabling them to be present during the Bid opening.
   - During opening of the Eligibility and Technical bids, the Bidders authorized representative may attend the opening and those who are present shall sign a register evidencing their attendance.
   - The bids that are not accompanied with application money document and EMD document in Eligibility Bid shall be rejected.
   - The rejection or acceptance of the bid will be done only after evaluation at the discretion of Company.
   - During evaluation of the eligibility and technical bids, Company may seek from the Bidder clarifications on the bid submitted by the Bidder. The request for such clarification and the response from the Bidder shall be in writing.
   - After the evaluation of the eligibility bids Company will finalize the list of eligible bidders whose technical bid will be considered for the technical evaluation stage. The eligible bids will undergo a detailed technical evaluation as per the terms and conditions of this RFP.

- Company will announce the list of bidders who qualify technical evaluation and whose commercial bid will be considered for the commercial evaluation stage.

2. Opening of Commercial bid
    - In case the Company decides to go for Open bid process for commercial evaluation, the commercial bids will be opened in front of the bidders after the technical evaluation is complete. The date of opening of commercial bids will be intimated to the Bidders who have been evaluated for Technical Bid.
    - The evaluation of the Commercial Bids as per the RFP guidelines would be done subsequently.
    - Post the completion of the detailed commercial evaluation the final ranking of the bidders would be announced.

7.13. Examination of Bids

1. Company will do preliminary examination of bids to know whether they are complete in all respects, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order. The Bidders have to note that
    - If there is any discrepancy between words and figures, the amounts in words will prevail.
    - If there is discrepancy between percentage and amount, the amount calculated on percentage basis will prevail.
    - If there is discrepancy between unit price and total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price shall be corrected by Company.
    - If there is discrepancy in the total arrived at Bill of Materials, correct total will be arrived at by Company and the same will prevail over the total furnished in the Bill of Materials.
2. If the Bidder does not accept the correction of such errors as per the above criteria, their bid will be rejected and the EMD will be forfeited.
3. In the event the Bidder has omitted to quote for any line item in the commercial bid, Company would take the highest price quoted by any of the participating Bidders as the cost, for such for arriving at the TCO for the purpose of evaluation of the defaulting/deviating Bidders. However, the same shall be provided by the defaulting/deviating Bidder, in case selected at no cost to Company for the period of the contract.
4. Company ascertains and concludes that everything as mentioned in the RFP documents circulated to the Bidders and responded by the Bidders have been quoted for by the Bidders, and there will be no extra cost associated with the same other than the cost quoted by the Bidder.
5. In the event Company has not asked for any quotes for alternative prices, and the Bidder furnishes the alternative price in the Bidder's commercial bid, the higher of the prices will be taken for calculating and arriving at the TCO. However, payment by Company will be made at the lower price.
6. The Appendix 02 – Bill of Materials is an indicative list of items used for the purpose of Bidder evaluation through TCO. The availment quoted by the Bidders in the **Appendix 02 – Bill of Materials** will be decided by Company based on the requirements from time to time during the period of the contract. The Bidder cannot compel Company to avail any or all the items quoted by them in Appendix 02 – **Bill of Materials**. However for the purpose of calculating of TCO, bid will be considered as fixed priced bid.
7. Company would like to expressly state that any assumptions, terms, conditions, deviations etc. which the Bidder includes in any part of the Bidder's response to this RFP, will not be taken into account either for the purpose of evaluation or at a later stage, unless such assumptions, terms, conditions, deviations etc. have been accepted by Company and communicated to the Bidder in writing. The Bidder at a later date cannot make any plea of having specified any assumptions, terms, conditions, deviations etc. in the Bidder's response to this RFP.

8. During the preliminary examination, Company will also verify whether the Bidder has responded in full to the RFP or whether it is partial or conditional. The bids that are incomplete or conditional are liable to be rejected.

8.0. Evaluation Methodology

A two stage process is adopted for selection of the vendor:

Stage1: Eligibility cum Technical Bid

Stage 2: Evaluation methodology for eligible bidder

- Technical Bid Evaluation
- Commercial Bid Evaluation
- Weighted evaluation

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

8.1. Eligibility Bid

Eligibility criterion for the Vendor to qualify this stage is clearly mentioned in Annexure 01 – Eligibility Criterion Compliance to this document. The vendor would need to provide supporting documents as part of the eligibility proof.

8.2. Evaluation Methodology for Eligible Bidder

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

- Technical Bid Evaluation
- Commercial Bid Evaluation
- Weighted evaluation

The technical evaluation and the commercial evaluation shall have the weightage of 70% and 30% respectively and this weightage shall be considered for arriving at the successful bidder. The evaluation methodology vis-à-vis the weight-ages are as under:

- **Technical Bid Evaluation**

The vendor needs to achieve a cut – off score of 70 marks in this evaluation stage to be qualified for commercial bid opening. Only those vendors who achieve the specified cut – off scores would be short-listed for Commercial Bid Evaluation. Further the vendor must score a minimum of 80% compliance in Technical and Functional Specifications compliance separately. Even if the vendor meets the 70 mark cut-off and does not meet this criterion of 80% compliance, the vendor would have deemed not to be meeting the RFP Technical requirements. The Technical Proposal will be evaluated for technical this criterion of 80% compliance, the vendor would have deemed not to be meeting the RFP Technical requirements. The Technical Proposal will be evaluated for technical suitability and the criteria for evaluation of technical bids are as under:

#	Proposal Bid Evaluation	Scores
1	Credential strengths	15
2	Techno-Functional features evaluation and Demonstration	60
3	Reference Site Evaluation	10
4	Bidder presentations and Project Plan Timelines	15
Maximum Technical Proposal Bid Evaluation Score		**100**

The technical evaluation would involve the following major areas:

1. Credential strengths of the Bidder

Each Bidder having credentials as stated in Annexure 02 – Credential strengths will get marks according to their implementation experience.

2. Reference site Evaluation

Company requires the Bidders to provide at least ONE reference of organization where similar solution has been implemented by the bidder. The reference site should be one where the Bidder has carried implementation of HRMS solution in last 3 years and is currently in use as of date of the RFP.

The evaluation of reference project shall be based on feedback of Operations & Management teams of the reference organization and observations of Company designated officials towards project implementation methodology and execution. The scale of evaluation is as under:

SNO	Evaluation Parameter	Scale of Score
1	Level of satisfaction of Technology & management teams of the reference organization	0-5
2	Observations of Company designated officials towards Project overview, Implementation methodology and adherence to project timelines of reference Project	0-5
	Maximum Score	10

3. Techno-Functional features evaluation and Demonstration

a. Techno-Functional features evaluation

The Bidder needs to cover the entire functional requirement of Company given in Appendix 01 - Techno Functional Specification. Reponses received in Appendix 01 - Techno Functional Specification would be used for evaluating the Bidder on the functionality being proposed by them. The Functional Score for each area in Appendix 01 - Techno Functional Specification would be worked out as follows:

The Bidder is expected to provide a self-score in the “Vendor Scores” column for each requirement requested for, as per the following table:

Bidder input (Vendor Score)	Description	Max. Marks
S	Standard feature. Required features readily available and to be provided	10
C	Customization without any additional cost to the company	**5**
U	Unavailable. Functionality is not available and will not be provided by the bidder.	0

In ideal scenario, the Company would expect the Bidder to propose the HRMS Solution which would have all line items with Bidder score as "S".

Hence, accordingly aggregated Bidder score will be calculated proportionately. For example if the bidder self-score 10 (maximum marks) against each line item and assuming there are 100 line items then the aggregated score stands at 100X10=**1000**

b. **Demonstration of the proposed solution**

As part of the solution demonstration process

- The bidder will be required to demonstrate the line items present in **Appendix 01 - Techno Functional Specification** - Functional Specifications document to the Company's team. The Company will intimate the bidders well in advance before the product demonstration, if each and every line item or a part of them is to be demonstrated.
- Demonstration of the product specifications using an internet based instance by connecting through internet will not be permitted.
- The demonstration can be carried out in Company's premises in Mumbai or at Bidder's office.
- This will also enable the Company to understand the solution's features and fit with the proposed architecture and identify the level of customization required.
- The Company will communicate a date, time and location to the bidders any time after the last date for submission of proposals.

During the Product Demonstration, Company would be evaluating the Bidder on the functionality of all the three solutions proposed by the Bidder using the **Appendix 01 - Techno Functional Specification** as a base in part or as a whole. Bidder will be evaluated on each of the areas.

Now continuing to the above cited example where marks aggregated for the bidder is 1000 supposing that against 100 line items bidder could only demonstrate 80 line items then his final marks would be 80X10=800 therefore the score for the vendor in this section comes at (800/1000)X60 =48. Please note that full marks shall always be constant i.e. 10X Number of Line items whereas as bidder marks shall vary depending upon their self-score and subsequent demonstration.

4. Bidder presentation

The Company will require the Bidders to make presentations regarding the various aspects of the proposed solutions. This process will also enable the Company to clarify issues that may be identified from the Bidders' responses to the RFP. The Evaluation Committee decided by the Company would be scoring the presentation made by the Bidders at Company's premises based on a structured questionnaire broadly across the following:

#	Evaluation of the Bidder Presentation
1	Project Execution Methodology – Approach to database version migration
2	Solution Architecture and Design – Key Features and Functionalities
3	Data Migration tools/approach and methodology
4	Adherence to Project Timelines
5	Execution Competency (Solution Accelerators, Functional & Technical Competency)

- **Commercial Bid Evaluation**

The vendor who achieves the required cut – off technical score as part of technical evaluation shall be qualified for commercial bid opening. The commercial bid would be evaluated based on a "Total Cost of Ownership" ('TCO') basis. The key considerations of the TCO would be the total payouts for entire project through the contract period of 5 years.

- **Weighted Evaluation:**

On the basis of the combined weighted score for technical and commercial evaluation, the bidders shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing **the highest combined marks and ranked H-1 shall be recommended for award of contract**.
As an example, the following procedure can be followed:
A score (S) will be calculated for all qualified bidders using the following formula:

Clow/C X100 +T (1-X)

C stands for discounted rate arrived basis of commercial evaluation;
Clow stands for the lowest rate arrived basis of commercial evaluation.
T stands for technical evaluation score and
X is equal to 0.30.

#	Bidder	Technical Evaluation Marks (T)	Discounted Rate (C)	T * 0.70 (A)	[(Clow / C) x 100] x 0.30 (B)	Score (S = A +B)
1	AAA	75	120	52.5	25	77.5
2	BBB	80	100	56	30	86
3	CCC	90	110	63	27.3	90.3

In the above example, Clow is 100.
In the above example, CCC, with the highest score becomes the successful bidder (**H1**).
In case of more than one vendor with equal highest score (S) upto three decimal, then number of decimal will be increased.

The Company may in its absolute discretion engage in discussion or negotiation with H1 bidder. The decision of the Company shall be final and binding on all the vendors to this document. The Company reserves the right to accept or reject an offer without assigning any reason whatsoever.

9.0. Payment Terms

The bidder must accept the payment terms proposed by the Company. The commercial bid submitted by the bidder must be in conformity with the payment terms proposed by the Company. Any deviation from the proposed payment terms would not be accepted. The Company shall have the right to withhold or deduct (in event of SLA breach) any payment due to the selected bidder, in case of delays or defaults on the part of the selected bidder. Such withholding of payment shall not amount to a default on the part of the Company. If any of the items / activities as mentioned in the price bid is not taken up by the Company during the course of the assignment, the Company will not pay the professional fees quoted by the vendor in the price bid against such activity / item.

The payment will be released as follows:

9.1. Setup Fee (OTC)

70% of the Setup fee costs after go- live sign off from the Company. Go Live Sign Off in the form of Acceptance Test should be signed by both Company identified Project Manager & vendor representative.

30% of the implementation cost after Go-Live closure signoff from the Company. Go Live Closure Sign Off in the form of Final Acceptance Test should be signed by both Company identified Project Manager & vendor representative. Operational Issues will be part of Managed Services and not part of Go-Live Sign Off.

9.2. Recurring Charges

The payment will be payable quarterly after end of each year against production of original invoice and against receipt of Bandwidth usage report from the Company's Project / Operation Manager.

There shall be no escalation in the prices once the prices are fixed and agreed to by the Company and the selected bidder. Payment will be released by the Company as per above payment terms on submission of relevant documents.

The Company will pay invoices within a period of 30 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected bidder within 15 days from the date of receipt of the invoice. After the dispute is resolved, Company shall make payment within 15 days from the date the dispute stands resolved.

10.0. Terms & Conditions

10.1. General

- The Company expects the vendor to adhere to the terms of this RFP document and would not accept any deviations to the same.
- The company expects that the vendor appointed under this RFP Document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Company.
- Unless agreed to specifically by the Company in writing for any changes to the RFP document issued the vendor responses would not be incorporated automatically in the RFP document.

- Unless expressly overridden by the specific agreement to be entered into between the Company and the vendor, the RFP document shall be the governing document for arrangement between the Company and the selected vendor.

10.2. Indemnity

The Selected Vendor shall indemnify the company, and shall always keep indemnified and hold the Company, 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 Company as a result of:

- Company's authorized / bona fide use of the Deliverables and /or the Services provided by selected Vendor under this RFP; and/or
- any act of commission or omission, fraud, negligence, breach on the part the selected Vendor and/or its employees, agents, sub-contractors in performance of the obligations under this RFP; and/or any act of omission of statutory requirement and/or
- claims made by employees or subcontractors or subcontractors' employees, who are deployed by the selected Vendor, against the company; and/or
- claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the selected Vendor to its employees, its agents, contractors and sub-contractors
- breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the selected Vendor under this RFP/subsequent agreement; and/or
- any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- breach of confidentiality obligations of the selected Vendor contained in this RFP; and/or
- The acts, errors, representations, misrepresentations, willful misconduct or Negligence or gross misconduct attributable to the selected Vendor or its employees or sub-contractors under this RFP/subsequent agreement.
- Loss of data due to selected vendor provided facility or
- Any deficiency in the services of selected Bidder.
- Any transaction contemplated under this RFP/subsequent agreement.
- The provisions of this Clause shall survive the termination of RFP and subsequent Agreement made thereafter.

The selected Vendor shall at its own cost and expenses defend or settle at all point of time any claim against the Company that the Deliverables and Services delivered or provided under this RFP 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 Company:

- notifies the selected Vendor in writing as soon as practicable when the Company becomes aware of the claim; and
- Cooperates with the selected Vendor in the defense and settlement of the claims.

However, (i) the selected Vendor shall take sole control of the defense and all related settlement negotiations (ii) the company provides will the selected Vendor with the assistance, information and authority reasonably necessary to perform the above and (iii) the Company does not make any statements or comments or representations about the claim without the prior written consent of the selected Vendor, except where the Company is required by any authority/regulator to make a comment/statement/representation.

If use of deliverables is prevented by injunction or court order because of any such claim or deliverables is likely to become subject of any such claim then the selected Vendor, after due inspection and testing and at no additional cost to the Company, shall forthwith either 1) replace or modify the software / equipment with software / equipment which is functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or 2) obtain a license for the Company to continue the use of the software / equipment, as required by the Company as per the terms and conditions of this RFP and subsequent Agreement and to meet the service levels; or 3) refund to the Company the amount paid for the infringing software / equipment and bear the incremental costs of procuring a functionally equivalent software / equipment from a third party, provided the option under the sub clause (3) shall be exercised by the Company in the event of the failure of the selected Vendor to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Company.

The selected Vendor shall not be liable for defects or non-conformance resulting from:

- Software, hardware, interfacing, or supplies for the solution not approved by selected Vendor; or
- any change, not made by or on behalf of the selected Vendor, to some or all of the software/deliverables supplied by the selected Vendor or modification thereof, provided the infringement is solely on account of that change;

10.3. No liability

- *All employees engaged by the Service Provider shall be in sole employment of the Service Provider and the Service Provider shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall company be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the Service Provider.*
- *Company shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the Service Provider as part of this Agreement.*
- *Under no circumstances Company shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this project , even if Company has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business*

10.4. Extension of Contract Post Expiry

- The Company desires to appoint the vendor for a total period specified in the RFP, considering the effort and investments required in the arrangement. However, understanding the complexities of the entire arrangement, Company would like to safe guard the interests of all the entities involved in the arrangement. Therefore, the Company would like to have options to revisit the arrangements and terms of contract as well as to re-price the same (rates similar or less than existing arrangement) after the contract expiry, if necessary.
- The Company expects the benefits from any unanticipated decrease in technology infrastructure costs, over the term of the contract due to reduction of prices, efficient use of IT infrastructure/reduction of statutory charges, etc. and operations management methods that yield more efficient operations, to be passed on through re-negotiation. No conflict between the Selected Bidder and the Company will cause cessation of services.

10.5. Termination of Contract

I. Company shall have the option to terminate any subsequent agreement and / or any particular order, in whole or in part by giving Vendor at least 90 days prior notice in writing. It is clarified that the Vendor shall not terminate the subsequent Agreement for convenience.

However the Company will be entitled to terminate subsequent agreement, if Vendor breaches any of its obligations set forth in this RFP and any subsequent agreement and

Such breach is not cured within thirty (30) Working Days after the Company gives written notice; or if such breach is not of the type that could be cured within thirty (30) Working Days, failure by Vendor to provide the Company, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Company. Or

Non conformity of the Deliverables or Services with the terms and Specifications of the RFP as observed during post-delivery audit or otherwise; or

Serious discrepancy in the quality of service/hardware/software expected during the implementation, rollout and subsequent maintenance process.

This Tender and subsequent Agreement shall be deemed to have been terminated by either Party one day prior to the happening of the following events of default:

a. The other Party becomes unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
b. A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the other Party and such appointment continues for a period of twenty one (21) days;
c. The other Party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other Party; or
d. The other Party becomes the subject of a court order for its winding up.

II. In the event of a termination of the Contract by the Company, the Bidder shall do all such acts or deeds as may be required to fully compensate the Company for all expenditure incurred by the Company in executing or obtaining the execution of the Project, till such time of termination and for any removal and/or relocation that may be required by the Company following such termination. The Company shall not bear any liability in this regard. The company shall recover all the cost of replacing vendor and or the company shall impose the liquidated damages. In the event of the Company communicating its intention to terminate the Contract, selected bidder shall continue to render such Services as it is required to under this RFP/bid and subsequent Contract, including but not limited to Facilities Management, support and maintenance for the Deliverables for a period up to 12 months following notice of intention to termination, until such time that the Company indicates that it has been able to make alternative arrangements for the provision of such Services, in accordance with the terms, including those pertaining to payment, contained herein.

III. In the event of the Company communicating its intention to terminate the Contract due to change in its policy or Business Practice or any other reason which may arise due to unforeseen circumstances, selected bidder shall continue to render such Services as it is required to under this RFP/bid and subsequent Contract, including but not limited to Facilities Management, support and maintenance for the Deliverables for a period up to 12 months following notice of intention to termination, until such time that the Company indicates that it has been able to make alternative arrangements for the provision of such Services, in accordance with the terms, including those pertaining to payment, contained herein.
IV. Any other reason.

Other Rights or Remedies

Termination of the contract in whole or part is without prejudice to any other rights or remedies that either Party may have under the contract including the invocation of the performance guarantee by

the Company, and does not affect any accrued rights or liabilities of either Party at the date of termination.

Effects of Termination

Notwithstanding termination of the contract in whole or in respect of any part of the Services for any reason, the contract continues in force to the extent necessary to give effect to those of its provisions which expressly or implicitly have effect after termination; and

Where Company terminates any Part of the Project, the parties shall continue to perform their respective obligations under the contract in connection with that portion of the Project in respect of which there has been no termination.

Consequence of Termination

If Company terminates the contract in whole or in respect of any part of the Project in accordance with its terms, it will incur no liability to the selected bidder as a result of such termination, other than:

- the charges or any other amounts due to selected bidder up to the date of termination;
- amounts payable for any Services already performed at the date of the termination;
- amounts payable for Services yet to be performed but which the parties agree not to terminate after performance of those services; and

The selected bidder understands the scale, tenure and criticality of this Project and that it would require tremendous commitment of financial and technical resources for the same from the selected bidder for the tenure of this tender and subsequent Agreement/Contract. The parties therefore agree and undertake that an exit at any point in time resulting due to expiry or termination of RFP and subsequent Agreement/Contract for any reason whatsoever would be a slow process over a period of six (6) months, after the completion of the notice period of three (3) months, and only after completion of the selected bidder's obligations under a reverse transition mechanism. During this period of Reverse Transition, the selected bidder shall continue to provide the Deliverables and the Services in accordance with this RFP and subsequent Agreement/Contract and shall maintain the agreed Service levels.

Upon Company's request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party applications/solutions, and any Deliverables not owned by the selected Bidder, being used by the selected Bidder to provide the Services and (ii) the assignable agreements, selected Bidder shall, use its reasonable commercial endeavors to transfer or assign such agreements and selected Bidder's equipment to Company and its designee(s) on commercially reasonable terms mutually acceptable to both parties.

Upon Company's request in writing, selected bidder shall be under an obligation to transfer to Company or its designee(s) the Deliverables being used by the selected bidder to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

As part of the reverse transition services, Company shall have the right, and selected bidder shall not object to or interfere with such right, to contract directly with any selected bidder's subcontractor.

Procedure for transition and migrating to the new appointed Bidder is as follows:

- Time frame for parallel run
- Skill transfer mechanism and in specific cases, the human resources requirement
- Reverse Transition Plan

Reverse Transition Services are the services provided by selected bidder to Company during the reverse transition period which will start after completion of the three (3) months' notice period to facilitate an orderly transfer of the Services to Company or to an alternative third partly service

provider nominated by Company. Where Company elects to transfer responsibility for service delivery to multiple Bidders, Company will nominate a services provider who will be responsible for all dealings with such Bidders regarding the delivery of Reverse Transition Services.
The Reverse Transition Services, to be provided by the selected bidder to the Company shall include the following:

Data Migration
The selected Bidder will assist the company in migration exercise without any cost to the company.

Knowledge Transfer
The selected bidder shall provide such necessary information, documentation to the Company or its assignee, for the effective management and maintenance of the deliverables under this RFP. Selected bidder shall provide documentation (in English) in electronic form of all existing procedures, policies and programs required to support the services. Such documentation will be subject to the limitations imposed by selected bidder's Intellectual Property Rights of this RFP and shall include:

- Operational work instructions
- Listing of all events being monitored and the monitoring frequency
- Listing of all third (3rd) party vendors those have been directly related to the provision of the Services and that may be the subject of a request by Company or the replacement service provider for assignment, cancellation or renovation

All trainings that the Company feels are necessary to be imparted to the Company or its designees' personnel, the same shall be scoped and reasonably charged additionally.

Warranties

- All the warranties held by or in the name of the selected bidder shall be assigned or transferred "As Is" in the name of the Company. The selected bidder shall execute any and all such documents as may be necessary in this regard.
- The parties shall return confidential information and will sign-off and acknowledge the return of such confidential information.
- Selected bidder shall provide all other services as may be agreed to by the parties in connection with the reverse transition services. However, in case any other services, in addition to the above are needed, the same shall be scoped and reasonably priced. Reverse transition services shall be charged based on selected bidder's then current time and materials rates.
- The selected bidder recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the selected bidder agrees to provide all assistance and services required for fully and effectively transitioning the services provided by the selected bidder under this tender and subsequent agreement, upon termination or expiration thereof, for any reason whatsoever.

10.6. Compliance with Laws

1. *Compliance with all applicable laws:* The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Company about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Company and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
2. *Compliance in obtaining approvals/permissions/licenses:* The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of

the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Company and its employees/officers/staff/personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Company will give notice of any such claim or demand of liability within reasonable time to the Bidder.

3. The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would cover damages, loss or liabilities suffered by the Company arising out of claims made by its customers and/or regulatory authorities.

10.7. Assignment

1. The selected bidder agrees that the selected bidder shall not be entitled to assign any or all of its rights and/or obligations under this tender and subsequent agreement to any entity including selected Bidder's affiliate without the prior written consent of the Company.
2. If the Company undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFP/contract shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Company and the Bidder under this RFP.

10.8. Transportation and Insurance

All the costs should include cost, insurance and freight (c.i.f). However, the selected bidder has the option to use transportation and insurance cover from any eligible source.

10.9. Inspection of Records

All records of bidder with respect to any matters covered by this RFP shall be made available to the Company or its designees at any time during normal business hours, as often as the Company deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Company would execute confidentiality agreement with the Bidder, provided that the auditors would be permitted to submit their findings to the Company, which would be used by the Company. The cost of the audit will be borne by the Company. The scope of such audit would be limited to Service Levels being covered under this RFP and subsequent contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities. The Bidder's records and sites managed for the Company shall also be subject to Regulator/Company inspection.

10.10. Publicity

The Bidder shall not make any press releases or statements of any kind including advertising using the name or any service marks or trademarks of the Company regarding the contract or the transactions contemplated hereunder without the explicit written permission of the Company. The Bidder shall not, use the Company's name as a reference, without the express written permission of the Company first being obtained, and then only strictly in accordance with any limitations imposed in connection with providing such consent. The Company agrees not to use the Bidder's trade or service marks without the Bidder's prior written consent.

10.11. Solicitation of Employees

During the term of the Contract and for a period of two years after any expiration of the contract period/termination or cancellation of the Contract, both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and two year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and two year thereafter, neither party will cause nor permit any of its directors or employees who have knowledge of the agreement to

directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party.

The above restriction would not apply to either party for hiring such key personnel who

1. initiate discussions regarding such employment without any direct or indirect solicitation by the other party; or
2. respond to any public advertisement placed by either party or its affiliates in a publication of general circulation

10.12. Visitorial Rights

The Company and its authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the vendor's premises without prior Request for Proposal - Selection of notice to ensure that data provided by the Company is not misused. The selected bidder shall cooperate with the authorized representative/s of the Company and shall provide all information/ documents required by the Company.

10.13.Monitoring and Audit

Compliance with security best practices may be monitored by various periodic security audits performed by or on behalf of the Company. The periodicity of these audits will be decided at the discretion of the Company. These audits may include, but are not limited to, a review of: access and authorization procedures, physical security controls, backup and recovery procedures, security controls and program change controls. To the extent that the Company deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the selected bidder shall afford the Company's representatives access to the selected bidder's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The selected bidder must provide the Company access to various monitoring and performance measurement systems (both manual and automated). The Company has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval/notice to the selected bidder.

10.14.Guarantees

1. Bidder shall guarantee that the software and allied components used to service the Company are licensed and legal. All hardware and software must be supplied with their original and complete printed documentation.
2. The Bidder also undertakes to keep all the licenses in force till the expiry of the contract period by renewing them as and when necessary.

10.15.Force Majeure

1. The Selected Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
2. For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Selected Bidder and not involving the Selected Bidder's fault or negligence and not foreseeable. Such events may be due to or as a result of or caused by act of God, wars, insurrections, riots, earth quake and fire, revolutions, civil commotion, floods, epidemics, quarantine restrictions, trade embargos, declared general strikes in relevant industries, satellite failure, act of Govt. of India, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation. In the event of any such intervening Force Majeure, either party shall notify the other in writing of such circumstances or the cause thereof immediately within five calendar days.

3. Unless otherwise directed by the Company in writing, the Selected Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
4. In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Company and the Selected Bidder shall hold consultations in an endeavor to find a solution to the problem.
5. Notwithstanding above, the decision of the Company shall be final and binding on the Selected Bidder.

10.16.Resolution of Disputes

1. The Company and the selected bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers of the Company and the selected bidder, any disagreement or dispute arising between them under or in connection with the contract.
2. If the Company project manager and Empanelled bidder's project manager are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the selected bidder and Company respectively.
3. If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the selected bidder and Company, the Company and the selected bidder have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution through formal arbitration.

10.17.Arbitration:-

1. Any dispute, controversy or claims arising out of or relating to this RFP, its validity, breach or termination thereof, shall be settled by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996.
2. All questions, claims, disputes or differences arising under and out of, or in connection with the RFP/ subsequent contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the RFP/ subsequent contract shall be referred to arbitration by a sole Arbitrator to be appointed by the Company.
3. The place of arbitration shall be at Mumbai.
4. The arbitral procedure shall be conducted in the English and any award or awards shall be rendered in English. The procedural law of the arbitration shall be the Indian law.
5. The award of the arbitrator shall be final and conclusive and binding upon the Parties, and the Parties shall be entitled (but not obliged) to enter judgment thereon in any one or more of the highest courts having jurisdiction. The Parties further agree that such enforcement shall be subject to the provisions of the Indian Arbitration and Conciliation Act, 1996 and neither Party shall seek to resist the enforcement of any award in India on the basis that award is not subject to such provisions.
6. The rights and obligations of the Parties under or pursuant to this Clause, including the arbitration clause in this RFP, shall be under the exclusive jurisdiction of the courts located at Mumbai only.
7. If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer

back, if transmitted by facsimile transmission, or (ii) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.

10.18. Governing Law and Jurisdiction

This RFP and subsequent agreement with the Selected Bidders shall be governed and construed in accordance with the laws of India and courts in Mumbai will have the exclusive jurisdiction to determine the issues arising out of this RFP.

10.19. Corrupt and Fraudulent practice

1. As per Central Vigilance Commission (CVC) directives, it is required that Bidders observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy.
2. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.
3. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Company and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Company of the benefits of free and open competition.
4. The Company reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
5. The Company reserves the right to declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
6. The successful bidder will be required to enter into an integrity pact with the Company as per the CVC guidelines. The integrity pact is available on the CVC website.

10.20. Waiver

No failure or delay on the part of either party relating to the exercise of any right, power, privilege or remedy provided under this RFP or subsequent agreement/contract 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 RFP 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.

10.21. Violation of Terms

The Company clarifies that the Company shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the bidders from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Company 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.

10.22. Addition/Deletion of Qualified Offerings

1. Both parties agree that the intent of this RFP is to establish an initial set of service offerings. The Company recognizes that, as the use of these services expands, it is possible that additional services and/or service categories will be needed. In addition, the Company recognizes that from time to time, hardware and software products that are provided as part of selected bidder's services will be upgraded or replaced as technology evolve. Replacement

and/or supplemental hardware and software products that meet or exceed the minimum proposal requirements may be added with the prior approval of the Company. For this purpose, a Change Order Procedure will be followed. Company 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 selected bidder shall prepare a change order reflecting the actual or anticipated change(s) including the impact on deliverables schedule. The selected bidder shall carry out such services as required by the Company. The terms of the contract would apply to such incremental deliverables and services.

2. The selected bidder shall agree that the price for incremental offering cannot exceed the original proposed cost and the Company reserves the right to re-negotiate the price. At the unit rates provided for TCO calculations, the Company has the right to order as much as it wants at those rates. However, this excludes the hardware to be provided by the Bidder at their cost due to under sizing.
3. The Company is under no obligation to honor such requests to add service categories or amend this contract.
4. As a method for reviewing selected bidder's services and Company requirements, the Company will sponsor regular reviews to allow an exchange of requirements and opportunities.
5. All quantities mentioned in this RFP are indicative. The quantities of components to be procured as part of this RFP can be varied by the Company. This also includes the right to modify the number of source systems, targets, reports & statements, dash boards, score cards, concurrent users etc.

10.23.Service Level Agreement and Non-Disclosure Agreement

1. The selected vendor shall execute:

a) Service Level Agreement (SLA), which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Company

b) **Non-Disclosure Agreement (NDA), t**he selected vendor shall execute the SLA and NDA within two months the date of acceptance of letter of appointment or as intimated by the Company.

c) The stamp duty or any other associated charges to execute the above mentioned document shall be borne by the successful bidder.

10.24.Liquidated Damages

a. **Liquidated Damages and penalty**

I. Company expects that the selected bidder complete the scope of the project as mentioned in section 6 – Project timeline of this document within the timeframe specified. Inability of the selected bidder to either provide the requirements as per the scope or to meet the timelines as specified would be treated as breach of contract and would invoke the penalty clause. The proposed rate of penalty would be 0.5% of the entire project cost/TCO per week of delay or non-compliance. Company at its discretion may apply this rule to any major non-delivery, non-adherence, non-conformity, non-submission of agreed or mandatory documents as part of the Project.

II. Thereafter, at the discretion of the Company, the contract may be cancelled. Company also has the right to invoke the Performance Guarantee, Penalty Clause on delay which is not attributable to Company and is attributable to the selected Bidder.

III. Inability of the selected bidder to provide services at the service levels defined would result in breach of contract and would invoke the this clause .

IV. Notwithstanding anything contained above, no such penalty will be chargeable on the selected bidder for the inability occasioned, if such inability is due to reasons entirely attributable to Company.

V. The maximum amount that may be levied by way of *penalty pursuant to clause above shall not exceed 10% of the Total Contract value.*

10.25.Set Off

Without prejudice to other rights and remedies available to the company it shall be entitled to earmark , set-off or adjust any amounts due to the company, under any clause of the RFP, from the selected bidder Provider against payments due and payable by the company to the selected bidder/Service Provider for the services rendered.

The provisions of this Clause shall override all other clauses and shall survive the termination of this Agreement.

10.26.Information Ownership

All information processed, stored, or transmitted by equipment belongs to the Company. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

ISMS Framework (ISO 27001:2005): The selected bidder and the team shall abide by the ISMS framework of the Company which includes Incident Management, Change Management, Capacity Management, Configuration Management etc.

10.27.Sensitive Information

Any information considered sensitive must be protected by the selected bidder from unauthorized disclosure, modification or access.

Types of sensitive information that will be found on Company's systems the selected bidder may support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

10.28.Privacy and Security Safeguards

The selected bidder shall not publish or disclose in any manner, without the Company's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder under this contract or existing at any Company location. The selected bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Company data and sensitive application software& data. The selected bidder shall also ensure that all sub-contractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Company's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder under this contract or existing at any Company location.

10.29.Confidentiality

1. "Confidential Information" means any and all information that is or has been received by the selected bidder ("Receiving Party") from the Company ("Disclosing Party") and that relates to the Disclosing Party; and is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.

2. Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials relating to the licensed software, the modules, the program documentation, the source codes, the object codes and all enhancements and updates, services, systems processes, ideas, concepts, formulas, methods, know how, trade secrets, designs, research, inventions , techniques, processes, algorithms, schematics, testing procedures, software design and architecture, computer code, internal documentation, design and function specifications, product requirements, problem reports, analysis and performance information, business affairs, projects, technology, finances (including revenue projections, cost summaries, pricing formula), clientele, markets, marketing and sales programs, client and customer data, appraisal mechanisms, planning processes, etc. or any existing or future plans, forecasts or strategies in respect thereof.
3. "Confidential Materials" shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable. Information disclosed pursuant to this clause will be subject to confidentiality forever.
4. Nothing contained in this clause shall limit the selected bidder from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this clause, provided further that the selected bidder shall at no point use the Company's confidential information or Intellectual property.
5. The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not use the Company's confidential information or IPR, without obtaining the written consent of the Company.

10.30. Disclosing Party

I. The Disclosing Party shall disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, company or any other entity other than its directors, partners, advisers, agents or employees, sub-contractors and contractors who need to know the same for the purposes of maintaining and supporting the solution provided as a part of the RFP/ Contract. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub-contractors and contractors is in accordance with the terms and conditions and requirements of this RFP; or

II. Unless otherwise agreed herein, use of any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.

III. In maintaining confidentiality hereunder, the Receiving Party on receiving the Confidential Information and materials agrees and warrants that it shall:

a. Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure

b. Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party

c. Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub-contractors

and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document

d. Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such information and materials, in whatsoever form, including any and all copies thereof

IV. The Receiving Party who receives the Confidential Information and Materials agrees that on receipt of a written demand from the Disclosing Party, immediately return all written Confidential Information, Confidential Materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control

V. To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party

VI. So far as it is practicable to do so, immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control

VII. To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries, the requirements of this paragraph have been fully complied with

VIII. The rights in and to the data/information residing at the Company's premises, even in the event of disputes shall at all times solely vest with the Company

IX. The Bidder represents and agrees that during the term of this RFP and subsequent contract, the Company shall not be responsible for any loss/damage (including malfunctioning or non-functioning of Deliverables) caused to the Deliverables for any reason, unless such loss/damage (including malfunctioning or non-functioning of Deliverables) is caused due to the willful act or gross willful misconduct of the Company or any of its personnel as certified jointly by the Company and Selected bidder. In such an event, the selected bidder shall promptly repair and/or replace the non-performing Deliverable with a suitable replacement, if required, without affecting the service level standards in this RFP.

X. The restrictions in the preceding clause shall not apply to:

a. Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document); or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same

b. Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.

XI. The Confidential Information and Materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document or subsequent agreement

XII. Confidential Information is any and all proprietary information disclosed by one party to the other. Confidential Information does not include information that is or becomes

available to the recipient prior to the party providing such information or is public information in accordance with the applicable laws. Software in human-readable form (e.g. source code) and the Company's data values stored in computers will be considered Confidential Information whether or not marked as such.

XIII. The selected bidder shall also undertake to keep confidential all information (written or oral) concerning all facts of the business of the Company, which has been obtained or understood during the course of the assignment.

The confidentiality obligations shall survive the expiry or termination of the agreement/contract between the Selected Bidder and the Company.

10.31. Technological Advancements

The selected bidder shall take reasonable and suitable action, taking into account economic circumstances, at mutually agreed increase/decrease in charges, and the Service Levels, to provide the Services to the Company at a technological level that will enable the Company to take advantage of technological advancement in the industry from time to time.

10.32. Intellectual Property Rights

I. The Bidder claims and represents that it has obtained appropriate rights to provide the Deliverables upon the terms and conditions contained in this RFP. The Company agrees and acknowledges that save as expressly provided in this RFP, 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 Bidder during, in connection with or in relation to fulfilling its obligations under this RFP belong to and shall remain a property of the Bidder or its licensor.

II. During the term of this project and, if applicable, during the Reverse Transition Period, Company grants selected bidder a right to use at no cost or charge the Software licensed to the Company, solely for the purpose of providing the Services.

III. The selected bidder shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Software used by the selected bidder in performing its obligations under this project. The selected bidder shall also be responsible for renewal of all such licenses from time to time during the contract period. The Bidder shall quote for all such renewals in the commercial bid and in case the Bidder fails to quote for renewal of any licenses in the bid, the selected bidder shall renew such licenses at his cost and the Company shall not pay for other than the commercials mentioned in the price bid.

IV. The selected bidder shall under no circumstances, allow any associated license to expire and allow any associated software to be out of support during the contract period. If a third party's claim endangers or disrupts the Company's use of the Software, the Bidder shall at no further expense, charge, fees or costs to the Company, (i) obtain a license so that the Company 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 solution in any manner so as to avoid the infringement; or (iii) replace the solution with a compatible, functionally equivalent and non-infringing product.

10.33. Grievance Redressal

Any vendor who claims to have a grievance against a decision or action with regards to the provisions of this RFP may file a request to The Chief Vice President, Projects & IT at svpprojects@bobcards.com. It may please be noted that the grievance can be filed by only that vendor who has participated in Procurement proceedings in accordance with the provisions of this RFP.

----------End of the Document----------

Annexures & Appendices

List of Annexures:

Annexure 01	Eligibility Criteria
Annexure 02	Evaluation Parameters- Technical Specifications
Annexure 03	Evaluation Parameters- Site Visit

List of Appendices:

Appendix 01	List of Indicative Requirements
Appendix 02	Indicative Bill of Materials
Appendix 03	Authorization letter format for bid opening
Appendix 04	Bid undertaking letter
Appendix 05	Pro forma for Bank Guarantee format in lieu of DD
Appendix 06	Comments on T&C
Appendix 07	Conformity letter
Appendix 08	Conformity with hardcopy letter
Appendix 09	Proposed partners
Appendix 10	Pre Bid query format
Appendix 11	Experience format
Appendix 12	Project team profiles