

PANDYAN GRAMA BANK



**REQUEST FOR PROPOSAL
FOR IDENTIFICATION OF TRAINING AGENCY FOR
FINACLE CORE TRAINING**

RFP Reference Number: RFP/ITD/6/17-18 dated 04.10.2017

Information Technology Department

Pandyan Grama Bank



INTRODUCTION:

Pandyan Grama Bank (hereinafter referred to as "Bank") invites Request for Proposal (hereinafter referred to as "RFP") from well-reputed vendors for Identification of Training Agency for Finacle Core Training.

DISCLAIMER

The information contained in this Request for Proposal ("RFP") document or information provided subsequently to bidders or applicants whether verbally or in documentary form by or on behalf of Pandyan Grama Bank (or Bank), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided. This RFP document is not an agreement and is not an offer or invitation by the Bank to any parties other than the applicants who are qualified to submit the bids (hereinafter individually and collectively referred to as "Bidder" or "Bidders" respectively). The purpose of this RFP is to provide the Bidders with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder requires. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. The Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. The information contained in the RFP document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that a Bidder require. Bank in its absolute discretion, but without being under any obligation to do so, can update, amend or supplement the information in this RFP. Such change will be published on the Website (www.pandyangramabank.in) and it will become part of RFP. Pandyan Grama Bank reserves the right to reject any or all the proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of the Bank shall be final, conclusive and binding on all the parties.

Detailed Scope of Work provided in Annexure I of the RFP.

Bank reserves the right to cancel the entire bid at any point of time, or disqualify any particular bidder, if it finds that fair play is not maintained by the bidder.

General terms and conditions and Annexure relating to this RFP are furnished hereunder.

PROJECT SPECIFIC TERMS & CONDITIONS:

1.10 SCHEDULE OF BIDDING PROCESS:

S.No	Description of Information/ Requirement	Information / Requirement
1.	Tender Reference Number	RFP/ITD/6/17-18
2.	Date of Issue of RFP	04.10.2017
3.	Last date for receipt of queries, if any.	09.10.2017
4.	Bid Submission Mode.	Through manual tendering (2 envelope process)



5.	Last Date and Time for submission of bids along with supporting documents.	16.10.2017 on or before 1600 hours.
6.	Last date, time and place for submission of Original Demand Draft for Cost of document, Demand Draft / BG in lieu of Earnest Money Deposit and Integrity Pact on Rs. 100 stamp paper.	16.10.2017 on or before 1600 hours at the Bank's Information Technology Department, Administrative Office, Virudhunagar. (Should be submitted to the contact officials in person).
7.	Date, time and venue for opening the technical bid.	16.10.2017 at 1630 hours at the Bank's, Administrative Office, Virudhunagar.
8.	Date and Time of opening the commercial bids.	Will be intimated to technically short-listed bidders.
9.	Name of contact officials for DD submission as stated in serial No.6	R.Muniyandi, Chief Manager, IT Dept., Pandyan Grama Bank, Virudhunagar.
10.	Address for Communication / Submission of Bids	Pandyan Grama Bank, Administrative Office, 2-70-1, Collectorate Complex, Virudhunagar - 626002
11.	Contact officials for any clarification.	Mr. R.Muniyandi, Chief Manager Mr. J.Praveen Kumar, Manager
12.	Contact e-mail ID	pgbitdcbs@gmail.com cbs@pgbnet.in

1.2 COST OF BID DOCUMENT&EARNEST MONEY DEPOSITS (EMD):

Sl.No.	Description	Amount in Indian Rupees
1.	Cost of Bid document (Refer clause 2.3 of the RFP)	Rs. 5,000
2.	EMD (Refer clause 2.3 of the RFP)	Rs. 2,00,000

Bidders who are registered with National Small Industries Corporation (NSIC) are exempted for the submission of Cost of Bid document and EMD. Documentary Proof of Registration Certificate to be submitted along with the technical bid.

1.3 BIDDER'S QUALIFICATION CRITERIA:

The documentary evidence of the Bidder's qualifications to perform the contract, if its offer is accepted, shall establish to the Bank's satisfaction that:

1. The bidder is registered as a company in India as per Companies Act, 1956 and should have been in operation for a period of at least 3 years in a related field as on date of RFP. The Certificate of Incorporation issued by the Registrar of Companies to be submitted along with technical bid. (Documentary proof should be attached).



2. The bidder or its parent company (bidder should be a 100% owned subsidiary of the parent company) has registered an average turnover of Rs. 5 Crore (Rupees Five Crore) (Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be acceptable) for the last 3 financial years, (not inclusive of the turnover of associate companies) as per the audited accounts. Annual reports of 2014-15, 2015-16 and 2016-17 should be attached. Bidders who are yet to publish their audited document for the year 2016-17, must submit the provisional/CA certified results for the FY 2016-17. (Documentary proof should be attached).
3. The bidder or its parent company (bidder should be a 100% owned subsidiary of the parent company) has registered net profit (after tax) for atleast one financial year (Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 month will not be acceptable) in the immediate preceding 3 financial years as per audited accounts. Annual reports of 2014-15, 2015-16 and 2016-17 should be attached. Bidders who are yet to publish their audited document for the year 2016-17, must submit the provisional/CA certified results for the FY 2016-17. (Documentary proof should be attached).
4. The bidder should have provided training (functional/core) for Finacle version 7.x and above in any of the Scheduled Commercial Banks/ Regional Rural Banks/ Cooperative Banks in India in the last 3 years. Bidder to submit Letter of Satisfactory Performance from the client along with Technical bid.
5. The bidder must have atleast 10 finacle 10.2.18 certified trainers on their payroll. Documentary proof to be submitted.
6. The bidder should submit a letter of undertaking stating to agree to abide by all the terms and conditions stipulated by the Bank in the RFP including all annexes, addendum and corrigendum. Bidder to submit the letter as per format provided in **Annexure VI** of the RFP along with the technical bid (Documentary proof should be attached).
7. The bidder should not have been blacklisted in related field / area by any Central Government / PSU / Banking / Insurance company in India as on date of the RFP. Bidder to submit the Self Declaration certificate as per format provided in **Annexure VII** of the RFP along with the technical bid. (Documentary proof should be attached).
8. The bidder should have its prominent presence and service in Tamilnadu. (Documentary proof should be attached).



1.4 BRIEF REQUIREMENT:

The Successful bidder is required to provide training to the Bank's personnel on the Finacle 10.2.18 Core Banking Solution Administration and Functional parameters and also provide a training schedule and furnish training details as per the RFP requirements for training users of the Bank. The scope of training and the schedule is mentioned in Annexure I of this RFP.

1.5 TRAINING SCHEDULE:

The period of training shall be of 4 weeks initially. Bank expects the selected Bidder to start the training programmes immediately on selection and signing of the contract / tie-up agreement. Bank retains the right to extend the services of the selected Bidder for an additional period of one month at its sole discretion, with same terms and conditions, as finalized in the contract / agreement, provided positive and favorable feedback is received on the trainings conducted in the initial contract period.

1.6 PAYMENT TERMS

1. **100%** of the Cost of Training (Sl. No. 1 of Table I of Annexure III) shall be made by Administrative Office on completion of training. Payment shall be made on the following terms:-
 - i) Submission of proof of document such as attendance forms and feedback forms.
 - ii) Submission of Invoices.

1.7 PRICES AND TAXES

1. Prices should be quoted item-wise as per Commercial Bid in Annexure 'III'.
2. The quoted prices shall be exclusive of GST and inclusive of all applicable duties.
3. The quoted prices shall be all inclusive of technical service charges, if any, for configuration and installation at the location as specified by the Bank in the Purchase Order, charges for media, charges for packing, freight and forwarding, transit insurance and local transportation charges, Hamali charges and charges such as cost towards boarding, traveling, lodging etc.
4. The quoted price should be for the training as per scope as provided in Annexure I.
5. Applicable taxes like TDS, if any will be deducted from the amount payable.
6. Prices quoted by the Bidder shall remain fixed during the Bidder's performance of the contract and will not be subject to variation on any account.
7. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.



8. Price should not be indicated at any place in the Technical Bid. If the price is indicated in the technical bid, the entire bid will be summarily rejected.
9. The prices shall be quoted in Indian Rupees. Any reference made to variation in pricing due to appreciation / depreciation of Indian rupees against any other currency is not acceptable.
10. Bids (both technical as well as commercial bid) shall be valid for a period of 180 days from the last date for submission of bids. Bids submitted with a short validity period will be treated as non-responsive and will be rejected.
11. Bids shall be submitted strictly as per the format given in the bid and any addition / deletion / change in the format will be summarily rejected.
12. Bids without signature of authorized signatory of the bidder will be summarily rejected.

Bank reserve its right to accept / reject any bid, which is not in line with these conditions.

1.8 BIDDING PROCEDURE

The Bidders shall prepare one hard copy of the entire Bid containing two (2) sealed envelopes. One envelope shall be titled **Envelope A- Technical Bid** and must contain the following:

1. Bank Draft / Bankers Cheque for **Rs. 5,000/-** (Rupees Five Thousand Only – non-refundable) towards cost of documents.
2. Bank Draft /Bank Guarantee in lieu of EMD for **Rs.2,00,000/-** (Rupees Two Lakh Only) towards EMD.
3. All annexure of this RFP duly filled and signed by proper authority.
4. All documents required as per Clause 1.3 of this RFP and other documents required to substantiate the Technical Eligibility of the Bidder.

Second envelope shall be titled **Envelope B- Commercial Bid** and shall contain the commercial bid (Annexure III) only.

The two envelopes shall be placed in a single sealed envelope and the same shall be titled – **Technical-Commercial Bid for RFP ref: RFP/ITD/6/17-18 dated 04.10.2017** and sent to the following on or before last date for submission of bids as given in clause 1.1 of this RFP:

**The General Manager – IT,
Pandyan Grama Bank,
Administrative Office,
2-70-1, Collectorate Complex,
Virudhunagar – 626 002.**



1.9 EVALUATION OF BIDS AND AWARDING THE CONTRACT:

Price should not be indicated at any place in the Technical Bid (Envelope A). If the price is indicated in the technical bid, the entire bid will be summarily rejected.

a) Evaluation of Bidder's Qualification Criteria:

The Bank's evaluation of the technical bids (Envelope A) will take into account the following factors and based on such evaluation a list of technically qualified bidders will be short-listed:

- i) Compliance of terms and conditions stipulated in Clause 1.3 of RFP duly supported by documentary evidence called for therein.
- ii) Review of written reply, if any, submitted in response to the clarification sought by the Bank, if any.

b) Evaluation of Commercial Bids:

Commercial bids (Envelope B) of only the technically qualified short-listed bidders (qualified as per 1.9 (a) above) will be opened and evaluated for awarding the contract.

- a) Status of Compliance of terms and conditions of clause 1.7 of this RFP.
- b) Submission of Commercial Bid strictly in the format specified in Annexure III of RFP

c) Determination of L1 Bidder and Awarding of Contract:

Bank will determine the L1 bidder through the commercial bid submitted by the bidders (Envelope B) as per the following criteria:

- a) The L1 bidder will be determined on the basis of lowest quoted price will be the Grand Total under TABLE I serial no. 2.
- b) There will be no negotiation on the price. As such bidders in their own interest should quote most competitive prices. The Bank reserves the right to reject the L1 bid if it finds the same as unreasonable.
- c) If L1 bidder backs out for any reason or the purchase order given to the L1 Bidder does not get executed in part / full, the bank at its own discretion offer the contract to the L2 bidder. The L2 bidder in this case must match the Total Cost of Ownership quoted by the L1 bidder. Bank shall forfeit the EMD/ Invoke bank guarantee in lieu of EMD, submitted by the L1 bidder and bank reserves the right to blacklist the bidder for a period of one year. However, the bidder shall continue performance of the contract for the part executed until the period of contract.



GENERAL TERMS & CONDITIONS:

2.1. SUBMISSION OF BIDS:

Bidders satisfying the Project Specific terms and conditions and General terms and conditions specified in this RFP and ready to provide the said "training" in conformity with Scope of Work stipulated in Annexure-I may submit their bids in the format as specified in the Clause 1.8 of this RFP.

Bank will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday for the Bank, Bank will receive the bid till the appointed time on the next working day. Extension / advancement of submission date and time will be at the sole discretion of the Bank.

2.2. BID OPENING PROCESS:

The Bank will follow a two bid opening process. These are:

1. Technical Bid Opening and Evaluation.
2. Commercial Bid Opening and Evaluation

The technical bids submitted in **Envelope A** shall be opened in the presence of available authorized representatives of the bidders who chose to remain at the time, date and venue mentioned in clause 1.1 of this RFP. The evaluation and short listing criteria shall be based on the criteria set out in clause 1.9(a) of this RFP.

After the completion of the Technical Evaluation, commercial bids submitted in **Envelope B** by the technically short-listed bidders shall be opened / processed. The time, date and place of opening the commercial bid shall be advised to the technically qualified bidders individually either by email, fax or by letter.

The evaluation of commercial bid shall be based on the criteria set out in Clause 1.9(b) of this RFP and selection of L1 bidder shall be based on the criteria set out in clause 1.9(c) of this RFP.

2.3. COST OF BID DOCUMENT AND EARNEST MONEY DEPOSIT / BANK GUARANTEE IN LIEU OF EMD:

The bid should also be accompanied by Earnest Money deposit / DD or Bank Guarantee in lieu of EMD (refundable) of **Rs. 2,00,000/- (Rupees Two Lakh only)** and cost of bid document



(non-refundable) for **Rs.5,000/- (Rupees Five Thousand Only)** only by way of a Demand Draft for the amount in favour of Pandyan Grama Bank, payable at Virudhunagar.

If any bidder claims exemption as per clause 1.2 of this RFP, they are required to submit an undertaking stating that Bank shall recover the amount equivalent to the EMD amount from the bidder in case of a default on their part after acceptance of PO if becomes L1 along with the NSIC Certificate.

EMD submitted in the form of Bank Guarantee should be valid for minimum period of 6 months with a claim period of 12 months from the date of expiry of guarantee from the last date for submission of bids. The format for submission of EMD in the form of Bank Guarantee is as per Annexure VIII of this RFP.

This Earnest Money / Bank Guarantee in lieu of EMD will be returned to the disqualified bidder along with notice of disqualification, to unsuccessful bidders on determination of L1 bidder and to the successful bidder on completion of the project.

Bank shall forfeit EMD /invoke Bank Guarantee in lieu of EMD in the following events:

1. If a bidder withdraws the bid during its validity period.
2. If a bidder makes any statement or encloses any document which turns out to be false/incorrect at a later date.
3. In case the successful bidder fails to sign the contract as required.

2.4. BIDDER'S INQUIRIES ON RFP & BANK'S RESPONSE:

All enquiries from the bidders, related to this RFP must be directed in writing / email and sent to the address mentioned in clause 1.1 of the RFP on or before the timeline stipulated. Any clarifications / query received thereafter shall not be considered and will be ignored. The preferred mode of delivering written questions, to the aforementioned contact person would be through the email followed by letter in writing. In no event, Bank will be responsible in ensuring receipt of inquiries.

Sl.No	Page No.	Clause No.	Description	Clarification	Banks Response

Bank makes no commitment on its part to accept all the queries / suggestions / requests submitted by the bidders. Bank on reviewing the inquiries received from the bidders, wherever needed, will carry out necessary amendment to its RFP clauses, if any, and the



same will be posted in the Bank's website and no separate communication will be sent to individual bidders.

2.6. LIABILITIES OF THE BANK:

This RFP is not an offer of the Bank, but an invitation for Bidder's responses. No contractual obligations on behalf of the Bank, whatsoever, shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized officers of the Bank and the Bidder. However, until a formal contract is prepared and executed, this offer together, notification of award of contract and Bidder's written acceptance thereof shall constitute a binding contract with the vendor.

2.7. OWNERSHIP:

The RFP and all supporting documentation / templates are the sole property of the Bank and violation of this will be breach of trust and the Bank would be free to initiate any action deemed appropriate. The proposal and all supporting documentation submitted by the bidders shall become property of the Bank.

2.8. FURNISHING OF INFORMATION:

The Bidder is expected to examine all instructions, forms, terms and specifications in these documents. Failure to furnish all information required by the documents or to submit a bid not substantially responsive to the documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

2.9. FORMAT AND SIGNING OF BIDS:

The original Technical and Commercial bids shall be typed and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The person or persons signing the bid shall initial all pages of the offer.

2.10. AUTHENTICATION OF ERASURES / OVERWRITING ETC:

Any inter-lineation, erasures, or overwriting shall be valid only if the person or persons signing the bid initial them.

2.11. AMENDMENTS TO RFP TERMS AND CONDITIONS:

Banks reserves its right to issue any amendments to the terms and conditions, technical specification of the RFP at any time prior to the deadline for opening of the technical bids. Such amendments to RFP shall be webcasted through Bank's official tendering website.



2.12. CONFIDENTIALITY:

Successful bidder and its employees will strictly undertake not to communicate or allow to be communicated to any person or divulge in any way, any information relating to the ideas, the concepts, know-how, techniques, data, facts, figures and information whatsoever concerning or relating to the Bank and its affairs to which the said employees have access in the course of the performance of the contract. A non-disclosure agreement as per format provided in Annexure XIV should be executed by the SB.

2.13. CLARIFICATION:

During evaluation of the bids (both technical and commercial), the Bank may, at its discretion, ask the Bidder for any clarification on its bid. The request for clarification and the response shall be in writing / email, and no change in the prices shall be sought, offered, or permitted after submission of the bid.

2.14. ERRORS AND THEIR RECTIFICATION:

Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected based on the corrected figure and the corrected figure will be reckoned for determination of the L1 bidder. If the bidder does not accept the correction of the errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

2.15. BANK'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS:

Notwithstanding anything contained in any of the clauses, Bank hereby reserves its right to accept or reject any or all the bids and to annul the bidding process at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Bank's action.

2.16. CONTACTING THE BANK:

Any effort by a Bidder to influence the Bank in its decisions on bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.

2.17. ACCEPTANCE OF CONTRACT:

Within 7 days (inclusive of holidays) of receipt of the Purchase Order, the successful Bidder/s shall sign, affix official stamp and date the duplicate copy / photo copy of the Purchase Order and return it to the Bank as a token of having accepted the terms and conditions of the Purchase Order.



2.18. FORMATION OF CONTRACT:

The successful bidder shall enter into an SLA with the Bank. Until an SLA is signed by both the parties, notification of award in the form of a Purchase Order or Letter and acceptance thereof by the bidder will constitute the formation of the Contract.

2.19. ASSIGNMENT:

The Successful Bidder/s shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Bank's prior written consent.

2.20. USE OF CONTRACT DOCUMENTS AND INFORMATION:

The Successful Bidder shall not, without the Bank's prior written consent, disclose any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

2.23. TERMINATION FOR DEFAULT:

The Bank, without prejudice to any other remedy for breach of Contract, shall give written notice of default to the Bidder with a cure period of 30 days. After 30 days if Bank is not satisfied with the response, may terminate the Contract in whole or in part:

- a. if the Bidder fails to deliver any or all of the Services within the period(s) specified in the Purchase Order, or within any extension thereof granted by the Bank pursuant to clause 1.4

or

- b. if the Bidder fails to perform any other obligations(s) under the Contract.

In the event of the Bank terminating the Contract in whole or in part, the Bank may procure, upon such terms and in such manner, as it deems appropriate services, similar to those undelivered, and the Bidder shall be liable to the Bank for any excess costs for such similar Services and related services subject to the maximum cap of 10% of the undelivered portion. However, the Bidder shall continue performance of the Contract to the extent not terminated.

2.24. TERMINATION FOR INSOLVENCY:

The Bank may at any time terminate the Contract by giving written notice with a cure period of 30 days to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. If the bank is not satisfied with the bidder's reply, bank may terminate the contract. Termination in



this case will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

2.25. FORCE MAJEURE:

Notwithstanding the provisions of clauses 2.23 to 2.24 the Bidder shall not be liable for penalty or termination for default if and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, fires, floods and epidemics.

If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event.

Similarly, Bank shall also be not liable for any delay or failure in providing required infrastructure or support to the bidder to perform its obligations under the contract where such delay or failure is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, fires, floods and epidemics.

2.30. LIQUIDATED DAMAGES (PENALTY):

Liquidated damages in the form penalty will be collected as defined in this RFP. Without any prejudice to the Bank's other rights under the law, the Bank shall recover the penalty, if any, accruing to the Bank, as above, from any amount payable to the Successful Bidder either as per this contract, executed between the parties or under any other agreement / contract, the Bank may have executed / shall be executing with the Successful Bidder. The total cumulative amount of penalty under this contract shall not exceed 10% of the Contract Value.

2.31 LIMITATION OF LIABILITY:

The liability of bidder under the scope of this RFP is limited to the value of the relevant order.

2.32. COMPLIANCE TO LABOUR ACT:

As per Government (Central / State) Minimum Wages Act in force, it is imperative that all the employees engaged by the bidder are being paid wages / salaries as stipulated by



government in the Act. Towards this, successful bidder shall submit a confirmation as per format provided in Annexure XI of the RFP.

2.34 OTHER TERMS AND CONDITIONS

1. The Bank shall have the right to withhold any payment due to the SB, in case of delays or defaults on the part of the SB. Such withholding of payment shall not amount to a default on the part of the Bank.
2. SB shall hold the Bank, its successors, assignees and administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its technical resources, employees, agents, contractors, subcontractors etc. However, the SB would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.
3. SB shall be the principal employer of the technical resources, employees, agents, contractors, subcontractors etc. engaged by SB 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 tender.
4. The indemnification is only a remedy for the Bank. The successful bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.
5. SB shall not be entitled to any compensation for any loss suffered by it on account of delays in commencing or executing the work, whatever the cause of delays may be including delays arising out of modifications to the work entrusted to it or in any sub-contract connected therewith or delays in awarding contracts for other trades of the Project or in commencement or completion of such works or for any other reason whatsoever and the Bank shall not be liable for any claim in respect thereof.
6. It is well defined and understood that the labour or any employee or technical resources of the SB will have no right for claim of employment in the Bank.
7. No extra claim shall be entertained on account of all the redo of work on account of SB's negligence and resulting into make good of the damages or damaged portions during executing the job. All such cost shall be borne by the SB.



8. SB shall indemnify the Bank from all the acts & deeds on account of negligence by his employees, agencies, representatives or any person acting on his behalf.
9. SB shall take all risk Insurance coverage for its employees, technical resources, representatives or any person acting on his behalf during the contract period to cover damages, accidents and death or whatever may be.
10. SB should indemnify the Bank for Intellectual Property Rights (IPR) / copy right violation, confidentiality breach, etc., if any.
11. The Bank ascertains and concludes that everything as mentioned in the tender document or its addendum 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 in case the SB has not quoted for the same.

2.35 CORRUPT AND FRAUDULENT PRACTICES:

- a) As per Central Vigilance Commission (CVC) directives, it is required that Bidders/Suppliers/Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
- b) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution
AND
- c) "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank 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 Bank of the benefits of free and open competition.
- d) The Bank 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.

Bank reserves the right to declare a firm 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.

2.36. RESOLUTION OF DISPUTES

In case of any disagreement or dispute between the Bank and the successful bidder, the dispute will be resolved in a manner as outlined hereunder.

The Bank and the Successful Bidder shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute between them on any matter



connected with the contract or in regard to the interpretation of the context thereof. If, after thirty (30) days from the commencement of informal negotiations, the Bank and the Successful Bidder have not been able to resolve amicably a contract dispute, such differences and disputes shall be referred, at the option of either party, to the arbitration of one single arbitrator to be mutually agreed upon and in the event of no consensus, the arbitration shall be done by three arbitrators, one to be nominated by the Bank, one to be nominated by the successful bidder and the third arbitrator shall be nominated by the two arbitrators nominated as above. Such submission to arbitration will be in accordance with the Arbitration and Conciliation Act 1996. Upon every or any such reference the cost of and incidental to the references and award shall be at the discretion of the arbitrator or arbitrators or Umpire appointed for the purpose, who may determine the amount thereof and shall direct by whom and to whom and in what manner the same shall be borne and paid.

Any dispute or difference whatsoever arising between the parties and of or relating to construction, operation or effect of this contract or the validity or the breach thereof, shall be settled by Arbitration in accordance with the Rules of Arbitration of the "SCOPE" and the award made in pursuance thereof shall be final and binding on the parties. Courts of Madurai city shall alone have jurisdiction to the exclusion of all other courts, in respect of all differences and disputes envisaged above.

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ANNEXURE-I

SCOPE OF WORK

1. Successful Bidder (SB) shall provide training for Finacle 10.2.18 Core functional parameters to Bank's team as per the details mentioned in following clauses.
2. SB shall undertake to provide complete training as detailed in this tender document at the prices quoted in Table 1 of Annexure III. No extra payment shall accrue to the bank except that quoted by the SB in Annexure III.
3. SB shall provide training to a maximum 20 number of Bank staff. The number of batches and batch strength shall be intimated to the SB along with the purchase order. The staff strength is subject to change at the discretion of the Bank and the same shall be intimated to the Successful Bidder along with the purchase order, Bank shall also reserve the right to replace members of Bank's team undergoing training at any point of time.
4. SB shall provide training on Finacle Core Parameters and Administration for a period of 8 hours per day for 25 days as per the course description:

S.NO.	COURSE DESCRIPTION
1.	FINACLE OVERVIEW
2.	CORE BANKING
2.1	MASTER DATA
2.2	GENERAL LEDGER
2.3	INVENTORY
2.4	INTRODUCTION TO OFFICE ACCOUNTS
2.5	BASIC ACCOUNTS
2.6	POINTING ACCOUNTS
2.7	PROXY ACCOUNTS
2.8	PARTITIONED ACCOUNTS
2.9	INTER SQL ACCOUNTS
2.10	DEMAND DRAFTS
2.11	BANKERS CHEQUES
3	RETAIL AND CORPORATE BANKING
3.1	CIF MANAGEMENT (RETAIL AND CORPORATE CIF CREATION)
3.2	CUSTOMER ACCOUNTS- SAVINGS & CURRENT
3.3	ACCOUNT OPENING
3.4	TRANSACTIONS TO ACCOUNT
3.5	CHEQUE BOOK ISSUE AND MAINTENANCE
3.6	ACCOUNT MAINTENANCE
3.7	SANCTION DETAILS CHANGE
3.8	INTEREST RATE CHANGE
3.9	ACCOUNT FREEZE
3.10	ACCOUNT LIEN



3.11	JOINT ACCOUNTS
3.12	ACCOUNT NAME CHANGE
3.13	COMBINED STATEMENTS
3.14	POOL CONCEPTS
3.15	OTHER MISCELLANEOUS SERVICES
3.16	INQUIRES AND REPORTS
3.17	CUSTOMER ACCOUNTS-DD ACCOUNTS
3.18	ACCOUNT CLOSURE
3.19	TRANSACTION TO ACCOUNTS
3.20	COLLATERAL LINKAGE MAINTENANCE
3.21	STAND ALONE COLLATERALS
3.22	INQUIRIES AND REPORTS
3.23	TRANSACTION IN FINACLE
3.24	MULTI CURRENCY TRANSACTIONS
3.25	REFERRALS
3.26	INTEREST CALCULATIONS
3.27	TOD
3.28	STANDING INSTRUCTIONS
3.29	EVENT BASED CHARGES
3.30	TERM DEPOSITS
3.31	TERM LOANS AND ASSOCIATED PRODUCTS
3.32	ASSET CLASSIFICATIONS
3.33	ASSET PROVISIONING
3.34	NON PERFORMING ASSET HANDLING
3.35	LOAN LITIGATION
3.36	LOAN WRITE OFF
3.37	RECOVERY AFTER WRITE OFF
3.38	COMMERCIAL LOAN – DRAW DOWN, UPFRONT, INTEREST COLLECTION, ROLLOVER, DEBT CONSOLIDATION, CRYSTALLISATION ETC.
3.39	CLEARING OUTWARD & INWARD FULL CYCLE
3.40	AUTOMATED CLEARING HOUSE
3.41	ELECTRONIC CLEARING SYSTEM
3.42	UTILITY BILL PAYMENT
3.43	END OF DAY AND BEGINNING OF DAY WITH REFERENCE TO 24*7
3.44	BATCH JOB SCHEDULER

5. SB shall provide details of personnel earmarked for each course separately. The details shall include Experience, Education Background, Product/ Certifications etc.
6. SB shall also provide schedule of training and training methodology to be conducted as per the terms and conditions stated in this tender document. SB to ensure that a



minimum of 3 trainers are provided for training each day of the training schedule to guard against fatigue etc.

7. SB shall conduct quiz and feedback sessions for each training session with the Bank staff to enable better understanding of the course and shall provide results of the same to the Bank.
8. SB shall also provide a project management head to oversee the training being imparted to the Bank officials. The project management head shall be sole point of contact for Bank and all correspondence shall be made with project management head only.
9. Bank shall reserve the right to observe and provide feedback for each training session. Bank at its own discretion may request the SB to change/modify the schedule and methodology as well as replace the trainer in the event the training is deemed unsatisfactory.
10. In the event that a trainer is replaced, either by bank's directions or by SB on its own accord, SB shall take prior approval from the Bank and provide all the details of the replacement trainer.
11. Bank shall provide the infrastrucre required for conduct of training at Bank's training center at Chennai. Lodging, boarding, travelling and other expenses of the trainers shall be to the SB account only and no extra payment shall accrue to the bank for the same.
12. SB to provide Training Manual as per sessions held either at the end of day's training or on completion of the entire training period.



ANNEXURE II (A)

OFFER COVERING LETTER

DATE:

**The General Manager – IT,
Pandyan Grama Bank,
Administrative Office,
2-70-1, Collectorate Complex,
Virudhunagar – 626 002.**

Dear Sir,

Sub: Your RFP No.RFP/ITD/6/17-18 dated 04.10.2017 FOR IDENTIFICATION OF TRAINING AGENCY FOR FINACLE CORE TRAINING

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

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

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

We furnish hereunder the details of Demand Draft/ Bank Guarantee in lieu of EMDsubmitted towards RFP document fees and EMD Amount respectively.

Description	Amount in INR	DD / BG NUMBER	DATE OF THE DD/BG	Name of issuing Bank & Branch
Cost of Bid Document	5,000/-			
DD / Bank guarantee in lieu of EMD	2,00,000/-			

Authorized Signatory

Name and Designation

Office Seal

Place:

Date:



ANNEXURE- II (B)
FORMAT FOR TECHNICAL BID

1) Name and Address of the Company		
2) Registered Address of the Company		
3) Year of Incorporation		
4) Local/Contact Address		
5) Contact Person		
a) Name:		
b) Designation:		
c) Phone:		
d) Fax:		
e) Cell No:		
f) E-mail		
6) Turnover & Net Profit of the company (Rs. in Crores)	Turnover	Net Profit (After Tax)
FINANCIAL YEAR		
2014-2015		
2015-2016		
2016-2017		

We attach herewith the proof of documents as required in support of terms stipulated in clause 1.3 of the RFP/ITD/6/17-18 dated 04.10.2017. We confirm that the prices quoted by us in the commercial bid are as stipulated by the Bank in clause 1.11 of the RFP No. RFP/ITD/6/17-18 dated 04.10.2017. We also confirm that we agree to all the terms and conditions mentioned in this RFP/ITD/6/17-18 dated 04.10.2017.

Authorized Signatory

Name and Designation

Office Seal

Place:

Date



ANNEXURE – III

FORMAT FOR COMMERCIAL BID

1. Name of Bidder :
2. Address of Corporate Office :

Table – I: COST OF FINACLE TRAINING AS PER ANNEXURE I-SCOPE OF WORK

Sl. No.	Item Description	Total cost
1	Cost of Training as per Scope of Work detailed in Annexure I.	
2	Grand Total	

Note:

L1 bidder will be determined on the basis of lowest quoted price will be the Grand Total under TABLE I serial no. 2.

We certify that our response quoted above meets the Technical Specifications as per Annexure – I (A) of the RFP/ITD/6/17-18 dated 04.10.2017 and prices quoted are all in compliance with the terms indicated in clause 1.12 of the RFP No. RFP/ITD/6/17-18 dated 04.10.2017. We also confirm that we agree to all the terms and conditions mentioned in this RFP No. RFP/ITD/6/17-18 dated 04.10.2017.

Authorised Signatory

Name and Designation

Office Seal

Place:



ANNEXURE - V
CLIENT REFERENCES

The following documents should be submitted as documentary proof as stipulated in clause 1.3 (Bidder Qualification Criteria).

1. Rate Contracts/ Purchase Orders.
2. Letters/Emails of Satisfactory Performance by Client.

The bidder shall submit the documents along with the following details on the company letter head duly signed and stamped by the authorized signatory.

S.No	Client Details	Year	Total Order value.	Details of services supplied.	Name and details of contact person of the organisation for reference.

Authorized Signatory

Name and Designation

Office Seal

Place:

Date:



ANNEXURE – VI

LETTER OF UNDERTAKING

**The General Manager – IT,
Pandyan Grama Bank,
Administrative Office,
2-70-1, Collectorate Complex,
Virudhunagar – 626 002.**

Dear Sir,

1. We hereby confirm that we agree to all the RFP terms and conditions of the RFP/ITD/6/17-18 dated 04.10.2017, its Annexes, amendments made to the RFP without any pre-conditions. Any presumptions, assumptions, deviations given or attached as part of technical document (technical bid) be treated as null and void.
2. We confirm that the undersigned is authorized to sign on behalf of the company and the necessary support document delegating this authority is enclosed to this letter.
3. We also agree that you are not bound to accept the lowest or any bid received and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.

Dated at _____ this _____ day of _____ 2017.

Yours faithfully,

For _____

Signature: _____

Name: _____

Authorized Signatory

Name and Designation

Office Seal

Place:

Date:



ANNEXURE -VII

SELF DECLARATION – BLACKLISTING

**The General Manager – IT,
Pandyan Grama Bank,
Administrative Office,
2-70-1, Collectorate Complex,
Virudhunagar – 626 002.**

Dear Sir,

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

Authorized Signatory

Name and Designation

Office Seal

Place:

Date:



ANNEXURE VIII

BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

To

.....
.....
.....

WHEREAS _____(Name of Tenderer) (hereinafter called "the Tenderer" has submitted its tender dated _____ (Date) for the execution of (Name of Contract)_____ (hereinafter called "the Tender") in favour of _____hereinafter called the "Employer"; KNOW ALL MEN by these presents that we, _____(name of the issuing Bank), a body corporate constituted under the _____having its Head Office at _____amongst others a branch/office at _____ (hereinafter called "the Bank"(*) are bound unto the employer _____ for _____ the _____ sum _____ of Rs_____ (Rupees_____ only) for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents; THE CONDITIONS of this obligation are:

(a) If the Tenderer withdraws its Tender during the period of Tender validity specified in the Tender; or

(b) If the Tenderer having been notified of the acceptance of his Tender by the Employer during the period of Tender validity;

(i) fails or refuses to execute the Agreement, if required;

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

Notwithstanding anything to the contrary contained herein:

- i) Our liability under this Bank guarantee shall not exceed Rs_____ (Rupees _____ only) and
- ii) This Bank guarantee shall be valid up to and till.....only, being the date of expiry of the Guarantee and
- iii) We are liable to pay up to the Guaranteed amount only and only if we receive from you a written claim or demand within the claim period not later than 12 months from the said expiry date relating to default that happened during the Guarantee period and all your rights under this Bank Guarantee shall be extinguished and our liability under the Bank Guarantee shall stand discharged unless such written claim or demand is received by us from you on or before.....(**) being the date of expiry of the claim period"



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

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

SIGNED AND DELIVERED BY
the within named Guarantor,

by the hand of Shri. _____,
its authorised official.

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

(**) There shall be a claim period of 12(twelve) months from the date of expiry of the guarantee.