

Request for Proposal (RFP)

For

Appointment of IT Consultant

on a Retainer basis

For

Dena Bank

HO/ITD/445/2015

Date: 16/06/2015

(Note: This RFP is as per the format of Model RFP Templates for selection of consulting agencies issued by DIT,

Ministry of Communications & IT, GOI.)

Request for proposal for consulting Engagement (deliverable based)

SI. No.	Particulars	Details
1	Start date of issuance of RFP document	16/06/2015
2	Last date for Submission of Queries	23/06/2015 12.00 noon
3	Pre-Bid Conference	23/06/2015 3.00 pm
4	4 Issue of Corrigendum, if any To be	
5	Last date for issuance of RFP Document	14/07/2015
		Upto 3:00 PM
6	Last date and time for RFP Submission	14/07/2015 upto 3.00 pm
7	Date and time of opening of Pre-Qualification bids	14/07/2015
8	Date and time for opening of Technical bids	3.30 pm
9	9 Date and time for opening of Commercial bids Will be commun	

## 1. RFP Document for Consulting Assignment (Deliverable Based)

## 1.1 Fact Sheet

Clause	Topic			
Reference				
Section 1.4.4	The method of selection - Quality Cum Cost Based Selection  Technical evaluation will have 70% weightage  Commercial evaluation shall have 30% Weightage  Cut - Off score for technical bid will be 70 marks			
Section 1.3.4.2	RFP document may be downloaded from the Banks website(hard copies of the tender document will not be provided) and non-refundable tender fee of ₹10,000/= ( Rupees Ten thousands only)should be deposited to the account as per the details hereunder and copy of transaction receipt has to be submitted on or before last date of the tender submission.			
	Bank: Dena Bank Branch: Jogeshwari-West, Mumbai Account No: 020911023937 Account Name: Dena Bank IT Department Account Type: Current IFSC Code: BKDN0460209			
Section 1.3.4.3	Bidders are required to submit the Earnest Money Deposit of ₹10,00,000/- in the form of Demand Draft/Bank Guarantee drawn in favor of Dena Bank payable at Mumbai along with the proposal.			
Section 1.10	Procurement is for Services linked to DELIVERABLES			
	The assignment is phased as per projects indicated.			
Section 1.3.3	A pre-Bid meeting will be held on 23/06/2015 at 3.00 pm			
	Name, address and telephone numbers of the Nodal Officer is:			
	Shri S Dharmarajan (Dy. General Manager) Dena Bank Information Technology Department, Dena Bhawan-A, Patel Estate Road, Behind Telephone Exchange, Jogeshwari (w), Mumbai 400102. Tel: 26767085/7080/7093/7057 Fax: 26767051 Email: <a href="mailto:ittender@denabank.co.in">ittender@denabank.co.in</a>			

	All the queries should be received on or before 12.00 noon of 23/06/2015, either through post or e-mail.	
Section 1.13	The Bank does not envisage any downstream work	
Section 1.3.5.2	Proposals should be submitted in English	
Section 1.10	Taxes would be paid extra at the prevalent rates.	
Section 1.3.7.2	Proposals must remain valid for a minimum period of 180 days from the date of submission of Tender.	
Section 1.3.4.4	Bidders must submit:	
	<ul> <li>i. An original and one copy of each proposal along with one copy of non-editable CD for Pre-qualification &amp; Technical Proposal</li> </ul>	
	ii. One original copy of the Commercial Proposal	
Section 1.3.5.3	The proposal submission address is:	
	Shri S Dharmarajan (Dy. General Manager) Dena Bank Information Technology Department, Dena Bhawan-A, Patel Estate Road, Behind Telephone Exchange, Jogeshwari (w), Mumbai 400102. Tel: 26767085/7080/7093/7057 Fax: 26767051 Email: <a href="mailto:ittender@denabank.co.in">ittender@denabank.co.in</a> Proposals must be submitted not later than the following date and time: 14/07/2015 3.00 pm	

### 1.2 Background Information

### 1.2.1 Basic Information

- a) Dena Bank ("Bank") invites responses ("Proposals") to this Request for Proposals ("RFP") from consulting agencies ("Bidders") for appointment of a technical and project management consultant for the on-going and new Information Technology initiatives to be undertaken by the Bank over a period of the next 2 year as described in Section 1.8 of this RFP, "Scope of Work" ("the Services").
- b) Any contract that may result from this RFP will be issued for a term of 2 years ("the Term").
- c) Bank reserves the right to extend the Term for a period of 3 months at no extra cost.
- d) Proposal must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received after the deadline WILL NOT be considered in this procurement process.

### 1.2.1 Project Background

The Bank has laid out an ambitious plan for accelerated growth in terms of business, profits and outreach. In this context, there is a need for technical consultant for the ongoing and new Information Technology initiatives to cater the requirements arising out of the envisaged growth plan of the Bank

The Bank wishes to appoint a competent technical consultant for its various IT projects and initiatives proposed to be taken up in the next one year. The advisory services of the consultant are required for all phases of the proposed IT projects of the bank and includes inter alia, defining the strategy for the IT project, current system study, defining specifications and requirements for the projects, preparation of RFP, vendor evaluation and selection and project managing the implementation. The Consultant will be responsible as per the scope outlined in the section.

### 1.2.2. Key Information

Prime objective of the Project is to enable the Bank to scale new heights in the areas of Information Technology.

The Bank's IT environment and its respective strategy would only add value to the bank and generate returns on IT investment provided it incorporates the emerging global and domestic technology trends / practices, imbibes regulatory environment and leverages on the bank's existing IT infrastructure and resources. The technology environment is ever changing which necessitates a re-look and a constant update of the technology plan of any organization.

Given this ever changing technology environment and the background that the bank's requirements would be varied and recurring in nature, bank envisages the need for consulting assistance on a retainership basis. The overall scope defined in this RFP document is indicative and only mentions the broad areas from which the specific requirements would be derived from. The specific requirements of the bank during the period of contract would purely be on a need basis and made known to the selected

Bank will provide following support, post the award of the contract to the successful bidder:

- 1. Provide understanding of existing processes
- 2. Provide the information on current IT infrastructure already available
- 3. Any technical infrastructure support

### 1.2.3. About the Bank

Dena Bank is one of the Public Sector Banks in India with a network of over 1740 Branches and 29 Zonal Offices. At the end of May 2015, the Bank has total business mix of Rs. 1,83,769 cr with total deposits at Rs1,06,864 cr, and total advances at Rs. 76,905 cr.

### <u>Current High Level Technology environment</u>

All the Branches of the Bank are brought under Core Banking Solution i.e. Finacle 7.0.25. Bank has also implemented a suite of applications, integrated with the CBS solution such as:

- Internet & Mobile Banking Finacle e-Banking & PayMate
- Helpdesk & Call Centre HP SM7 & Aspect
- CTS Forbes
- Anti Money Laundering AMLOC
- Loan Origination System Sysarc, Loan Application Processing System (LAPS)
- HRMS Oracle PeopleSoft
- Treasury Kastle
- Risk Management (Credit / Operational / Market) SAS
- Bespoke payment hub for RTGS, NEFT
- GBM Accel Frontline
- Asset & Liability Management OFSA
- Inspection Sentinel

Biometric Authentication: BAS Smartchip

#### 1.3 Instructions to the Bidders

### 1.3.1 General

- a. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the consultancy support required. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- b. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Bank on the basis of this RFP.
- c. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Bank. Any notification of preferred bidder status by the Bank shall not give rise to any enforceable rights to the Bidder. Bank may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Bank.
- d. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

### 1.3.2 Compliant Proposals/Completeness of Response

- a. Bidders are advised to study all instructions, forms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid/proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b. Failure to comply with the requirements of this paragraph may render the Proposal non- compliant and the Proposal may be rejected. Bidders must:
  - i. Comply with all requirements as set out in this RFP.
  - ii. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP
  - iii. Include all supporting documentations specified in this RFP

## 1.3.3 Pre-Bid Meeting & Clarifications

### 1.3.3.1 Bidders Queries

a. Bank shall hold a pre-bid meeting with the prospective bidders on 23/06/2015 at 3.00 p.m. at Dena Bank, Dena Corporate Centre, First Floor, Meeting Room, C-10, G Block, Bandra Kurla Complex Bandra (E), Mumbai 400 051

- b. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to <a href="mailto:ittender@denabank.co.in">ittender@denabank.co.in</a>; on or before noon of 23/06/2015.
- c. Queries should necessarily be submitted in the following format:

Sr. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification

d. Bank shall not be responsible for ensuring that the bidders' queries have been received by us. Any requests for clarifications after the indicated date and time may not be entertained by the Bank.

### 1.3.3.2 Responses to Pre-Bid Queries and Issue of Corrigendum

- a. The Nodal Officer notified by the Bank will endeavor to provide timely response to all queries. However, Bank makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Bank under take to answer all the queries that have been posed by the bidders.
- b. At any time prior to the last date for receipt of bids, Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the <a href="https://www.denabank.com">www.denabank.com</a> and e-mailed to all participants of the pre-bid conference.
- d. Any such corrigendum shall be deemed to be incorporated into this RFP.
- e. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, Bank may, at its discretion, extend the last date for the receipt of Proposals.

### 1.3.4 Key Requirements of the Bid

### 1.3.4.1 Right to Terminate the Process

a. Bank may terminate the RFP process at any time and without assigning any reason. Bank makes no commitments, express or implied, that this process will result in a business transaction with anyone.

b. This RFP does not constitute an offer by Bank. The bidder's participation in this process may result in Bank selecting the bidder to engage towards execution of the contract.

#### 1.3.4.2 RFP Document Fees

Tender document may be downloaded from the Banks website(hard copies of the tender document will not be provided) and non-refundable tender fee of ₹10,000/= ( Rupees Ten thousands only)should be deposited to the account as per the details hereunder and copy of transaction receipt has to be submitted on or before last date of the tender submission.

Bank: Dena Bank

Branch: Jogeshwari-West, Mumbai

Account No: 020911023937

Account Name: Dena Bank IT Department

Account Type: Current

IFSC Code: BKDN0460209

Proposals received without or with inadequate RFP Document Fees shall be rejected.

### 1.3.4.3 Earnest Money Deposit (EMD)

- a. Bidders shall submit, along with their Bids, EMD of Rs. 10,00,000/- [Rupees Ten Lacs only], in the form of a Demand Draft/ Bank Guarantee in favor of Dena Bank, payable at Mumbai.
- b. EMD of all unsuccessful bidders would be refunded by Bank as soon as possible on completion of procurement process and necessary approvals. EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee as per format provided in Appendix.
- c. EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- d. The bid /proposal submitted without EMD, mentioned above, will be summarily rejected.
- e. EMD will be forfeited:
  - I. If a bidder withdraws its bid during the period of bid validity.
  - II. In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

### 1.3.4.4 Submission of Proposals

a. The bidders should submit their responses as per the format given in this RFP in the following manner

- ➤ Response to Pre-Qualification Criterion (1 Original + 1 Copy + 1CD) in first envelope
- Technical Proposal (1 Original + 1 Copy + 1 CD) in second envelope
- Commercial Proposal (1 Original) in third envelope
- b. The Response to Pre-Qualification criterion, Technical Proposal and Commercial Proposal (As mentioned in previous paragraph) should be covered in separate sealed envelopes super- scribing "Pre-Qualification Proposal", "Technical Proposal" and "Commercial Proposal" respectively. Each copy of each bid should also be marked as "Original" OR "Copy" as the case maybe.
- c. Please Note that Prices should not be indicated in the Pre-Qualification Proposal or Technical Proposal but should only be indicated in the Commercial Proposal.
- d. The three envelopes containing copies of Pre-qualification Proposal, Technical Proposal and Commercial Proposal should be put in another single sealed envelope clearly marked "Response to RFP for Appointment of Technical and Project Management Consultant on a Retainer basis for Dena Bank - RFP Reference Number – HO/ITD/445/2015 and the wordings "DO NOT OPEN BEFORE 14/07/2015.
- e. The outer envelope thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder to enable the Bid to be returned unopened in case it is declared "Late".
- f. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- g. The original proposal/bid shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the proposals.
- All relevant pages of the bid shall be initialed and stamped by the person or persons who sign the bid.
- In case of any discrepancy observed by Bank in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.
- j. Bidder must ensure that the information furnished by him in respective CDs is identical to that submitted by him in the original paper bid document. In case of any discrepancy observed by Bank in the contents of the CDs and original paper

bid documents, the information furnished on original paper bid document will prevail over the softcopy.

### 1.3.4.5 Authentication of Bids

A Proposal should be accompanied by a Letter of Authorization in the name of the signatory of the Proposal.

### 1.3.5 Preparation and submission of Proposal

### 1.3.5.1 Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by Bank to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

Bank will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### 1.3.5.2 Language

The Proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall prevail.

### 1.3.5.3 Venue & Deadline for Submission of proposals

Proposals, in its complete form in all respects as specified in the RFP, must be Submitted to Bank at the address specified below:

Addressed To	Shri S Dharmarajan (Dy. General Manager) Information Technology Department
Name	Dena Bank
Address	Dena Bhawan-A, Patel Estate Road, Behind Telephone
	Exchange, Jogeshwari (w), Mumbai 400102
Telephone	022-26767080/85/93/57
Email ids	ittender@denabank.co.in
Last Date & Time of	14/07/2015 3.00pm
Submission	

### 1.3.5.4 Late Bids

- a. Bids received after due date and specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- b. The bids submitted by telex/telegram/ fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c. Bank shall not be responsible for any postal delay or non-receipt/non-delivery of the documents. No further correspondence on the subject will be entertained.
- d. Bank reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

### 1.3.6 Deviations

The bidder may provide deviation to the contents of the RFP document. It may be noted that once the deviation are provided, the bidder would not be allowed to withdraw the deviation submitted.

The Proposal Evaluation Committee would evaluate and classify them as "material deviation" or "non material deviation". In case of any material deviations, the Committee would be entitled to reject the bid.

### 1.3.7 Evaluation process

- a. Bank will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders.
- b. The Proposal Evaluation Committee constituted by the Bank shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence, may lead to rejection of bid.
- c. Decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- d. The Proposal Evaluation Committee may ask for meetings/presentations with the Bidders to seek clarifications on their proposals
- e. The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- f. Each of the responses shall be evaluated as per the criterions and requirements specified in this RFP.

### 1.3.7.1 Tender Opening

The Proposals submitted upto 3.00 pm on 14/07/2015 will be opened at 3.30 pm on 14/07/2015 by officer authorized by the Bank, in the presence of such of those Bidders or their representatives who may be present at the time of opening.

The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafide for attending the opening of the proposal.

### 1.3.7.2 Tender Validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Tender.

### 1.3.7.3 Tender Evaluation

a. Initial Bid scrutiny will be held and incomplete details as given below will be treated as non- responsive. If Proposals;

- Are not submitted as specified in the RFP document
- Received without the Letter of Authorization (Power of Attorney)
- Are found with suppression of details
- With incomplete information, subjective, conditional offers and partial offers submitted
- Submitted without the documents requested in the checklist
- Have non-compliance of any of the clauses stipulated in the RFP
- With lesser validity period

b. All responsive Bids will be considered for further processing as below:

Bank will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process defined in this RFP document. The decision of the Committee will be final in this regard.

### 1.3.8 Consortiums

**NOT ALLOWED** 

## 1.4 Criteria for Evaluation

## 1.4.1 Pre-Qualification Criteria

S.N	Basic	Proposed Document		
0	Requirements		Required	
1.	Sales Turnover	Annual Revenue Receipts / Sales Turnover generated from services Related to Consulting during each of the last three financial years (as per the last published Balance sheets), should be at least Rs.50 crs.  Annual Revenue Receipts / Sales Turnover should be on account of Consulting only and should not comprise of sales revenues related to supply of hardware/IT infrastructure and their associated maintenance services, implementation of packaged software etc.	audited Balance Sheet and Profit & Loss; OR Certificate from Chartered	
2.	Technical Capability	Consultant must have successfully completed in the last 5 years / currently performing (as on 31/05/2015) at least the following numbers of consulting engagements of value specified herein:  One project of similar nature not less than Rs. 2.0 cr; OR Two projects of similar nature not less than Rs. 1.5 cr; OR Three projects of similar nature not less than Rs. 1.0 cr  Similar Nature Projects - At least one in each of the areas of Implementation/ upgrade of Core Banking projects in Banks and Enterprise Architecture review or cost optimization As specified in the Scope.	Certificates from the client; OR  Work Order + Self Certificate of Completion; OR  Work Order + Phase Completion self-	
3.	Certifications	ISO 9001 / ISO 27001 preferred	Copies of certifications	
4.	Consortium	Bidder Should be individual organization. Consortium is not allowed.	Self Certificate	
5.	Legal Entity	Should be Company registered under Companies	Copy of	

		Act, 1956 or a partnership firm registered under LLP Act, 2008 Registered with the Service Tax Authorities Should have been operating for the last five years.	Incorporation;
6.	Manpower Strength	The bidder must have on its rolls consulting staff of atleast 25 technically qualified personnel in the area of IT consulting/Vendor evaluation and project management of IT procurement who possess relevant degrees / credentials with prior experience in providing the above consultancy services. It is mandatory that bidder to provide details of project handled, brief of the assignment, period for each of the resource proposed relevant to scope of the tender.	by the Authorized
7.	Blacklisting	The firm should have never been blacklisted or disqualified or barred by any regulator /statutory body.	A self-certified letter
8	Geographical Presence	The firm should have presence in Mumbai (Primary site), Bangalore (DR Site)	Office Address to be provided.

### 1.4.2 Technical Qualification Criteria

Bidders who meet the pre-qualifications/eligibility requirements would be considered as qualified to move to the next stage of Technical and Financial evaluations

### **Technical Evaluation Criterion**

S.	Criteria	Requirements	Max	Supporting
N			Marks-	Documents
			100	
1	PAST EXPERIENCE OF THE		60	
	FIRM			
1A	Number of years' experience		12	Completion
	Number of years' experience in	More than 8 years'		Certificates
	extending consultancy in the area	experience, 12 marks with		From the client;
	related to Banking sector ( as	minimum CBS (A) and any		
	per the scope defined in the RFP)	other 2 areas mentioned (B to		OR
	A. CBS (CBS rollout, CBS	E) in 1A.		

	upgrade) FOR BANKS  B. Data Centres setup for Banks,  C. Banking software applications relevant to tender scope ( Treasury, Risk Management, FRMS, ATM, LAPS etcminimum: 2)  D. Enterprise Architecture review (hardware sizing, virtualization, network, security etc-minimum:2)	experience and below or equal to 8 years, 8 marks with minimum CBS (A) and any other 2 areas mentioned (B to E) in 1A.  3 years & above experience and below or equal to 5 years, 4 marks with minimum		Work Order + Self Certificate of Completion (Certified by the Chartered Accountant);  OR  Work Order + Phase Completion
	E. IT cost optimization  Bidder to provide clear marked response with brief of project for each of the scope mentioned in the RFP for award of marks.  It is mandatory that bidder to provide details of project handled, brief of the assignment, period relevant to scope of the tender.	1A.		Certificate (for ongoing projects) from the client
1B	PAST EXPERIENCE OF STUDIES OF SIMILAR NATURE  Past Experience of consultancy of similar nature in terms of implementation of number of projects.  A. CBS (CBS rollout for minimum 500 branches in single Bank or CBS upgrade) FOR BANKS  B. Renewal of CBS Contract C. Data Centres setup for Banks, D. Banking software applications relevant to tender scope(Treasury,	B: 6 marks (3 for each project, Max-6)  C: 4 marks (2 for each project, Max-4)  D: 4 marks (2 for each project, Max-4)  E: 4 marks (2 for each	30	Completion Certificates From the client;  OR  Work Order + Self Certificate of Completion (Certified by the Chartered Accountant);  OR

	FRMS, LAPS etc minimum: 2)  E. Enterprise Architecture review (hardware sizing, virtualization, network, security etc-minimum:2) F. IT cost optimization  Bidder to substantiate with a	F: 4 marks (2 for each project, Max-4)		Work Order + Phase Completion Certificate (for ongoing projects) from the client
	letter from customer regarding each of the assignment  Engagements commenced or completed within last five years as on 31-05-2015 will only be considered for the purpose of past experience. Copy of completion certificate along with copy of work-order to be			
1C	submitted.  PAST EXPERIENCE IN	4 marks for A,B,C (2 for each	12	As above
	CARRYING OUT STUDIES IN RELATED SECTORS  Past experience in carrying out consultancy in related sectors  A. Data Centres setup for Banks,  B. Enterprise Architecture review (hardware sizing, virtualization, network, security etc-minimum:2)  C. IT cost optimization	project, Max-4)		
1D	STUDIES CARRIED OUT IN INDIA  consultancy carried out in India for  • CBS rollout in India / CBS migration to higher version,	2 Marks for each item, Max-6 Marks	6	As above

	<ul> <li>CBS SI contract/ renewal</li> <li>Third Party applications relevant to tender to scope roll-out, migration to higher version (any two)</li> </ul>			
2	EXPERIENCE OF KEY PERSON	INEL	25	
2A	QUALIFICATIONS The bidder should have resources qualified as - a. PMP b. CISA c. CISSP d. TOGAF	<ul> <li>7.5 marks – more than 20 resources have any of the certifications (a to d)</li> <li>5 marks – more than 15 and upto 20 resources have any of the certifications (a to d)</li> <li>3 marks – more than 10 and upto 15 resources have any of the certifications (a to d)</li> <li>2 marks – more than 5 and upto 10 resources have any of the certifications (a to d)</li> <li>0 marks – Less than 5 resources have any of the certifications (a to d)</li> </ul>	7.5	CVs & related Certificates
2B	RELEVANT EXPERIANCE Resume of all consultants proposed for the assignment. The Resources should continue with the Bank till completion of the Project. Changes, if any, should be done only with the prior approval of the Bank.  Experience in minimum 2 areas out of following areas, will only be considered for award of marks  A. CBS (CBS rollout, CBS upgrade)  B. Identification of SI for CBS rollout or renewal of	Consultant Level Below 3 years' experience in consultancy 0 mark 3 years or above experience in consultancy -1 mark, subject to the staff has experience in 1 or more assignments (A to F).  Manager level Below 5 years exp in consultancy - 0 mark 5 years or above exp in consultancy -2 mark, subject to the staff has experience in 2 or more assignments (A to F).  Partner/Director level Below 12 years exp in consultancy - 0 mark 12 years or above exp in	17.5	CVs

**CBS Contract** 

- C. Data Centres setup for Banks,
- D. Banking software applications relevant to tender scope ( Treasury, Risk Management, ATM, FRMS, LAPS etc.-minimum: 2)
- E. Enterprise Architecture review (hardware sizing, virtualization, network, security etc-minimum:2)
- F. IT cost optimization

as specified in the Scope of the Project

i roject	
Level	Maximum
	Marks
For one	1
Consultant, no	
max limit on	
number of	
consultants to be	
deployed	
For one Manager,	2
no max limit on	
number of	
Managers to be	
deployed	
For one	4
Partner/Director	
Maximum-2	

It is mandatory that bidder to provide details of project handled, brief of the assignment, period for each of the resource proposed relevant to scope of the tender.

consultancy -4 mark, subject to the staff has experience in 4 or more assignments (A to F).

Marks will be awarded where complete details are provided. It is mandatory that bidder to provide details of project handled, brief of the assignment, period for each of the resource proposed relevant to scope of the tender. Each resource deployed shall provide self-certificate indicating relevant experience of tender scope. Format

- 1) Resource Name:
- 2) Qualifications
- 3) Certifications
- 4) No. of years' experience
- 5) Since when employed with bidder:
- 6) Project Name:
- 7) Project Customer Name, Address, Contact Details:
- 8) Brief of Project:
- 9) Year & Period spent on project
- 10)Project Relevance to Dena Bank Tender Scope (section details)

No. of Consultant No. of Manager

No. of Partner/Director

	Total resources deployment proposed			
3	FINANCIAL STRENGTH OF CONSULTANT			
3A	revenue should be on account of consulting other than related	More than 60 cr & less than & equal to 70 cr (including): 5 marks  More than 50 cr & less than & equal to 60 cr : 2.5 marks  Up to 50 cr : 0 marks	7.5	Extracts from the audited Balance Sheet and Profit & Loss; OR Certificate from Chartered Accountant.
3B	Company should be a net profit making firm during the last 3 years.		7.5	Extracts from the audited Balance Sheet and Profit & Loss; OR Certificate from Chartered Accountant.

# \*It is mandatory that bidder to provide details of project handled, brief of the assignment, period relevant to scope of the tender.

Bidders, whose bids are responsive, based on minimum qualification criteria as in Pre-Qualification Criteria and score atleast 70 Marks from the technical evaluation criteria would be considered as technically qualified. In case there is only one bidder having technical score of 70 or more, the Bank may, at its discretion, also consider the next highest technical score with minimum score of 60.

### 1.4.3 Commercial Bid Evaluation

- a. Commercial evaluation will be through Online Reverse Auction. However bidders are required to submit indicative commercial offers along with technical offers. The indicative commercial offers will be opened before reverse auction in the presence of the technically qualified bidders.
- b. Technical scores obtained by each bidder will be finalized and put in sealed envelope in the presence of the bidders before the reverse auction. The envelope will be opened in the presence of the bidder after the completion of the reverse auction.

- c. Lowest Financial Bids of technically qualified bidders quoted during the online reverse auction will be considered for calculation of financial score as mentioned in point-e below.
- d. Financial Bids that are less than 30% of the average bid price will be disqualified (the average bid price is computed by adding all Financial Bid values of ALL the qualified bidders and dividing the same by the number of bidders.

For example: There are 3 bidders namely A, B & C and their commercial offers are as under:

A=100, B=120, C=20

Average Bid Price = (100+120+20)/3 = 240/3 = 80

30% of the average bid price = 30% of 80 = 24

The above clause will be "Financial Bids that are less than 24 will be disqualified"

Hence bids of bidder C will be disqualified.

e. The bidder with lowest qualifying financial bid (L1) will be awarded 100% score (amongst the bidders which did not get disqualified on the basis of point b above). Financial Scores for other than L1 bidders will be evaluated using the following formula:

Financial Score of a Bidder (Fn) =

{(Commercial Bid of L1/Commercial Bid of the Bidder) X100}% (Adjusted to two decimal places)

- f. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered
- g. The bid price shall be in Indian Rupees.
- h. Bid price should be inclusive of all fees, expenses, taxes except service tax which will be paid on actuals.
- i. Bank will not pay any other amount / expenses / charges / fees / travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses other than the "Agreed Professional Fee". If consultant needs to travel outside Mumbai at the instance of Bank, the same may be considered at Bank's own discretion.
- j. Any conditional bid would be rejected.
- k. Error & 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. If there is a discrepancy between words and figures, the amount in words will prevail".

### 1.4.4 Combined and Final Evaluation

- a. The technical and financial scores secured by each bidder will be added using weightage of 70% and 30% respectively to compute a Composite Bid Score.
- b. The bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Project. The overall score will be calculated as follows:-

Bn= 0.70\*Tn +0.30\*Fn

Where

Bn = overall score of bidder

Tn = Technical score of the bidder (out of maximum of 100marks)

Fn = Normalized financial score of the bidder

c. In the event the bid composite bid scores are 'tied', the bidder securing the highest technical Score will be adjudicated as the Best Value Bidder for award of the Project.

### 1.5 Appointment of Consultant

### 1.5.1 Award Criteria

Bank will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

### 1.5.2 Right to Accept Any Proposal and To Reject Any or All Proposal(s)

Bank reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals at anytime prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for Bank's action.

### 1.5.3 Notification of Award

Prior to the expiration of the validity period, Bank will notify the successful bidder in writing or by fax or e-mail, that its proposal has been accepted. In case the tendering process has not been completed within the stipulated period, Bank may like to request the bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, Bank will notify each unsuccessful bidder and return their EMD.

### 1.5.4 Performance Guarantee

Bank will require the selected bidder to provide a Performance Bank Guarantee (PBG), within 15 days from the notification of award, for a value equivalent to 10% of the total cost of contract. Performance Guarantee should be valid for a period of 24 months. Performance Guarantee shall be kept valid till completion of the Project. In case of any extension of the contract, the PBG shall be separately provided before expiry of the live PBG. Performance Guarantee shall contain a claim period of three months from the last date of validity. Selected bidder shall be responsible for extending the validity date and claim period of Performance Guarantee as and when it is due on account of noncompletion of the Project and Warranty period. In case, the selected bidder fails to submit Performance Guarantee within the time stipulated, Bank at its discretion may cancel the order placed on the selected bidder without giving any notice.

Bank shall invoke Performance Guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or Bank incurs any loss due to Vendor's negligence in carrying out the Project implementation as per the agreed terms & conditions.

### 1.5.5 Signing of Contract

Post submission of Performance Guarantee by the successful bidder, Bank shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between Bank and the successful bidder.

### 1.5.6 Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event, Bank may award the contract to the next best value bidder or call for new proposals from the interested bidders.

In such a case, the Bank shall appropriate EMD/ invoke the Performance Bank Guarantee of the most responsive bidder.

### 1.6 Fraud and Corrupt Practices

a. The Applicants/Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Bank shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Bank shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or Performance

Bank Guarantee, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Bank for, inter alia, time, cost and effort of the Bank, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.

- b. Without prejudice to the rights of the Bank under Clause above and the rights and remedies which the Bank may have under the LOI or the Agreement, if an Applicant or Consultant, as the case maybe, is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Bank during a period of three years from the date of such Applicant or Consultant.
- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
  - "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Processor after the issue of the LOA or after the execution of the Agreement, as the case maybe, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant / adviser of the Bank in relation to any matter concerning the Project;
  - ii. "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
  - iii. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

- iv. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- v. "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

### 1.7 Conflict of Interest

- a. An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall forfeit and appropriate the EMD, if available, as mutually agreed genuine preestimated compensation and damages payable to the Bank for, inter alia, the time, cost and effort of the Bank including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Bank hereunder or otherwise.
- b. Bank requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Bank's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Bank.
- c. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
  - the Bidder, or Associates (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest;
  - ii. such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
  - iii. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Proposal of either or each of the other Bidder; or
  - iv. there is a conflict among this and other consulting assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders.

Duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Bank for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or

- v. A firm hired to provide consulting services for the preparation or implementation of a project and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;
- d. Bidder eventually appointed to provide Consultancy for this Project shall be disqualified from subsequently providing goods or services related to the same Project. Any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 12 months from the completion of this assignment; provided further that this restriction shall not apply to consultancy services performed for the Bank in continuation of this Consultancy or to any subsequent consultancy / advisory services performed for the Bank where the conflict of interest situation does not arise.
- e. In the event that the Consultant, its Associates or affiliates are auditors or financial advisers to any of the Bidders (for System Integration or any other activity) for the Project, they shall make a disclosure to the Bank as soon as any potential conflict of interest comes to their notice but in no case later than 7 (seven) days from the receipt of such proposals, and any breach of this obligation of disclosure shall be construed as Conflict of Interest. Bank shall, upon being notified by the Consultant under this Clause, decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the Consultant within a period not exceeding 15 (fifteen) days.

### 1.8 Scope of Work

### 1.8.1 Project Objective

The Bank wishes to appoint a competent technical consultant for its various IT projects and initiatives proposed to be taken up in the next 2 years. The advisory services of the consultant are required for all phases of the proposed IT projects of the bank and includes inter alia, defining the strategy for the IT project, current system study, defining specifications and requirements for the projects, preparation of RFP, vendor evaluation and selection and project managing the implementation. The Consultant will be responsible as per the scope outlined in the below section.

The scope shall be divided into two phases.

- Phase 1: The bidder shall review the IT framework and formulate the IT Strategy. This phase shall be completed within duration of 6 months.
- Phase II: The bidder shall assist the bank in implementation of the recommendations identified during Phase I. This phase shall be completed preferably within 18 months.

The bidder's involvement is expected to be spread across a period of 24 months from the date of engagement. The tenure, however, may be further extended on retainer basis, if necessary based on the performance & discretion of the Bank.

The Bank expressly stipulates that the bidder's selection under this RFP is on the understanding that this RFP contains only the principal provisions for the entire assignment. The bidder shall be required to undertake to perform all such tasks, render requisite services and make available such resources as may be required from time to time and requirements made known by the bank during the period of the contract. Based on specific requests on advisory assistance from the bank during the period of contract, the selected bidder shall be required to independently arrive at the Methodology, based on globally acceptable standards and best practices, suitable for the Bank.

The bidder shall have a full-fledged office setup for rendering consultancy services in Mumbai.

### Phase I: Review the IT framework and formulate the IT Strategy

The bidder shall review the current IT framework and formulate the IT Strategy for the Bank. The bidder is expected to perform a detailed assessment of the technology framework of the Bank. The detailed assessment should be aimed at reviewing the technology framework not only from the perspective of the current business requirements but also consider the future business growth (expected estimate of 20% YOY growth), regulatory, risk and technology trends. The assessment should guide and assist the Bank in optimizing the current technology deployment as well as adapt for future demands. The assessment shall, at least, cover the following areas:

### 1. Renewal of CBS outsourcing agreement:

Agreement period for CBS agreement with existing service provider approaching to end in 30/09/2016 and process for renewal/selection of new vendor has to start. Bidder is expected to review the current contract including exit / renewal clause and shall recommend management for further course of action with estimated commercial details. Further, Bank proposes that the consultant will have first priority

- to study scope of the existing CBS contract.
- to study any gap in delivery of services by as per existing CBS contract and manage the same as per terms of the contract.
- to suggest modifications if any required in the present scope of the services and propose services to be availed
- in vendor Selection, contract execution, smooth handover of services to new service provider

### 2. Finacle Migration:

Consultant to manage Finacle Migration to higher version by March'2016 in a time bound manner by taking all stake holders into consideration. The scope also covers all third party applications presently in use and their related integration requirements.

If required consultant to suggest for 3rd party product migration or replacement wherever required simultaneously during the migration activity.

Review of existing hardware and network infrastructure required for new Finacle Version.

- **3. Review of the current IT framework:** Review the current state of the IT Strategy, Current IT Infrastructure, Current Application Portfolio, IT Governance & IT security framework, Review of Regulatory Compliance Framework, Review of user-experience, Future initiatives, definition of roles and responsibilities, and monitoring mechanisms etc. The bidder shall review the current IT budget formulation mechanism and provide recommendations on a structured and standardized framework to construct and review the IT annual budget that shall be compliant with the corresponding IT Strategy.
- **4. Review of the current IT Infrastructure**: The bidder shall review the current IT infrastructure from the perspective of cost optimization. The bidder shall also provide a view on the ability of the current IT Infrastructure capacity to sustain the current and future business plans over the next 5 years. The IT infrastructure shall include the datacentre, near site datacentre and disaster recovery centre, hardware installed in the same as well as Branches, Head / Zonal / Regional offices, ATMs and any such other location hosting infrastructure that has been deployed and managed by the Bank. The bidder should also review the sizing as per the current as well as future requirements, of the hardware, software and network. In the IT infrastructure, the scope of the review includes hardware and network connectivity supporting the entire application portfolio of the bank. Bidder need to review Data Centre migration / relocate to a new site to cater for future growth.

**5. Review of the current application portfolio**: The aim of this review is to determine if any application currently deployed needs upgrade or replacement. The bank has internally developed multiple applications. The bidder shall be expected to review the purpose of these applications and propose the sourcing strategy to guide the bank on whether the in-house developed applications should be replaced with Commercial-Off-The-Shelf (COTS) applications. The bidder shall also consider End of Life and End of Support situations for the applications, where applicable, to determine the roadmap for the corresponding application.

The indicative list of applications that the bidder shall be expected to study / review include but are not limited to CBS (Finacle Version Migration from 7.0.25 to 10), MIS framework , HRMS, Automated Data Flow (ADF), Inspection & Audit applications, Treasury, Delivery Channels (Internet Banking, Mobile Banking, SMS Banking, ATM, Reconciliation across ATM, CTS, etc.), Risk Management applications (such as OFSA, SAS, etc.), compliance applications (such as AMLOC), Financial Inclusion Gateway (study shall include FI setup, independent of CBS system), KYC through various channels, email / active directory / office suit applications related agreements, and any other applications in the current portfolio of the Bank. The bidder shall provide analysis of gaps in implementation and the roadmap to address the same. Bidder need to analyze if any software upgrades are required to cater for future growth.

**Treasury Review:** The scope for treasury review shall include a detailed review of the current treasury applications used across all products. The bidder expected to recommend upgrade or modifications or replacement of the relevant applications. The review of applications should consider both, functional as well as technical aspects for the corresponding application.

**6. Review of IT Governance & Security:** This will entail, assisting Bank in framing IT Governance Policy. i.e., Review IT Policies & procedures, information security policy and IT Governance policy of the Bank and guide Bank on compliance with best practices, compliance with the Gopalakrishna committee report issued by the Reserve Bank of India. Identify various IT security requirements of the Bank in line with current best practices in the industry. Feasibility study and implementation of Security Operations Centre. The bidder shall also recommend the policies and procedures that need to be implemented afresh and the roadmap for the same.

The bidder shall review the current security infrastructure and the mechanisms to monitor and manage current and future threats. The bidder shall perform an analysis of the current gaps and provide recommendations on addressing the same. The bidder shall also provide recommendations on addressing areas that are envisaged to grow into potential risks in the future.

The bidder shall provide gaps in the existing fraud management mechanisms and suggest system for **Fraud Risk Management System**. Dena Bank may undertake the implementation of Fraud Risk Management platform immediately in parallel with the IT Strategy initiative elaborated above.

**7. Review of Regulatory Compliance Framework**: The bidder shall conduct discussions with the relevant stakeholders from the Bank to understand the regulatory compliances requested from the Bank and the monitoring mechanisms currently deployed.

The bidder shall also perform an independent assessment of the regulatory requirements to highlight any requirements that the Bank may not be complying with or any new regulatory requirements that the bidder is aware of being enforced in the near future. The review shall highlight the gaps in implementation and monitoring mechanisms and propose means to address the same.

- **8. Review of user experience**: The bidder shall also consider the user experience across the delivery channels which should include factors like customer service request response, ease of use, and feedback capturing mechanisms.
- **9. Review of vendor management framework**: The bidder shall review the contracts with the current IT vendors to study the delivery of the vendors as agreed in the contract and the mechanism to monitor the deliverables. The review shall also include a detailed assessment of the Service Level Agreement (SLA) with each of the vendor and the monitoring mechanism for the same. The bidder shall provide recommendations on the sourcing strategy adopted by the Bank. The recommendations on sourcing strategy are expected to guide the Bank on expenditure models (capex vs opex), procurement models (build vs buy), etc. The bidder is expected to provide a structure for validating the vendor cost structures for development of software, change requests, customizations and facilities management, as applicable.
- **10.** Overview of the business operations and automation potential: Bank is undertaking exercise of BPR for which bank has initiated for appointment of consultant. The successful bidder should discuss and understand the challenges identified during the BPR exercise. The bidder is expected to provide implementation strategies for the BPR recommendations / automation potential for business and operations.
- 11. Review Banking Trends: Bidder needs to assess the global banking trends and provide guidance to the Bank on gaps in the existing systems and ways to mitigate the same. Bidder needs to find gaps in the existing systems and provide guidance for creating systems such as digital banking, e-banking, mobile banking etc., that cater to the young generation The bidder shall also provide recommendations on the current banking trends and how the same can be incorporated into Dena Bank operations / technology.
- **12. Review of future initiatives**: The bidder is expected to review the business initiatives across various business areas like Point of Sale (PoS), payment gateway, payment hub, Government Business Module, PPF, Bills Payment System etc. Further feasibility study and implementation of a payment hub with due consideration to the functionality extended by the bank to the sponsored Regional Rural Bank. Feasibility assessment and implementation of Unified Communication Services, Project

Management of running projects. Review the process for and recommend an integrated system for Early Warning Signal. Bidder is required to conduct feasibility analysis for implementation Data warehouse, Business Intelligence, & dashboard application systems. Review / assess the need for a CRM system, review & upgrade of the Call Center platform and integration with the CRM system. The bidder shall present all the recommendations, commercial estimates if any for implementation of the recommendations, along with expected implementation timelines as identified above to the steering committee and the management of the Bank.

### Phase II: Implementation of the recommendations identified during Phase I

The bidder and the bank shall collectively discuss and agree upon the criticality, roadmap & priority to be adopted and month wise implementation plan / timeline of each of the gaps observed / recommended initiatives those to be undertaken during the next 18 months

The bidder is expected to use its own expertise in determining the recommendations from the IT Strategy. The scope for Phase II is as defined below:

# 1. Providing Assistance to Dena Bank on all Information Technology related Aspects:

- a. Study Gaps / requirements or trends
- b. Prepare a detailing study report
- c. Provide opinion / guidance on technology related matters referred by the Bank
- d. Participate in meetings and discussions with the vendors, bank management along with Bank operating team.

# 2. Provide Assistance for Vendor Evaluation and Selection for IT related tasks and projects.

- a. Functional and Technical Requirement Specification
- b. Discuss the drafted functional & technical specifications with the IT department and obtain sign-ff on the same.
- c. Define Service Levels / SLA parameters / methods of measuring & evaluating service levels.
- d. Formulation of Request For Proposal (RFP) Document to be floated for functional / technical evaluation & short-listing.
- e. Vendor Evaluation and Section, Responses to pre-bid technical / functional queries of bidders
- f. Define eligibility criteria
- g. Conduct detailed technical / evaluation of eligible bidders
- h. Conduct commercial bid evaluation of the technically short-listed vendors
- i. Vendor coordination for execution of the project / project management.

### 3. Testing Services

- a. Define the test strategy and methodology
- b. Assist Bank in UAT if required.

- c. Define the test case documentation and reporting framework
- 4. Provide Project Management Assistance for Implementation IT Projects:
  - a. The consultant is expected to provide expert project management resources to handhold the Bank throughout the entire project management life cycle for technology projects
  - b. Participate in all project related discussions
  - c. Provide regular updates to the management as required by the Bank
  - d. To provide project appraisal & future roadmap report

## 1.9.1 Deliverables & Timelines

	Phase	Milestone	Timelines
1.	Phase I	The bidder shall review the IT framework and formulate the IT Strategy. This phase shall be completed within duration of 6 months.  This phase would end with the completion activities	6 Months
		mentioned under phase-1.	
2.	Phase II	The bidder shall assist the bank in implementation of the recommendations identified during Phase I. This phase shall be completed preferably within 18 months	18 Months
		This phase would end with the completion of activities mentioned under phas-II.	
		Total	2 years

### 1.10 Payment Schedule

No advance will be paid.

The payment for Phase-I (30% of Cost quoted for Phase-I & Phase-II) shall be made upon the acceptance of the deliverable by the competent authority or within 60 days from the submission of the final deliverable, whichever is earlier.

The payment for Phase II shall be payable on achievement successful milestones defined in phase-I, on a monthly basis equally of the balance 70% of cost subject to delivery of agreed milestones.

In case contract is extended, the payment will on monthly basis on acceptance of deliverables.

### **Payment Terms & Conditions**

- a. The taxes would be paid as extra at the prevalent rates.
- b. Out-of-pocket expenses would be payable at the discretion of the Bank as per applicability of rules for a Chief Manager.
- c. The out-of pocket expenses would be reimbursed on providing the certified statement of the expenses by consulting agency. If required, the agency may be asked to substantiate the statement in case of any audit requirements.

## 1.11 Support to be provided by Bank

Bank will provide the following support, post the award of the contract to the successful bidder:

- 1. Provide understanding of As-is processes
- 2. Provide the information on current IT infrastructure already available
- 3. Any technical infrastructure support
- 4. If required, office facilities for on-site Resources will be provided at Mumbai

### 1.12 Change Request

Following would constitute a Change request

- a. Any work which has not been specifically mentioned in the scope of work
- b. Any changes in the deliverables post approval by the client
- c. Bid Process Management in case of re-tendering is to be done for reasons for which the Consultants are not responsible
- d. Any delay in the Project timelines beyond the calendar time mentioned in the tender document for which Bidder is not directly responsible

In such a case, the additional effort estimated by the bidder and its costs would be discussed and finalized in discussions with the Bidder. Basis of this cost would be the RFP for Appointment of IT Consultant on a Retainer basis for Dena Bank

commercial bid OR the most relevant rate empanelment of the Consultant with any Central/ State Government/PSB.

### 1.13 Downstream work

Bank does not envisage any downstream work with the Consultant.

### 1.14.1 Penalty for exit/replacement

- a. Replacement of resources shall generally not be allowed. The replacement of resource by bidder will be allowed only in case, the resource leaves the organization by submitting resignation with the present employer.
- b. In case of failure to meet the standards of the Bank, (which includes efficiency, cooperation, discipline and performance) bidder may be asked to replace the resource without any penalty for replacement/exit.
- c. The replaced resource will be accepted by the Bank only if he scores the same or more on the evaluation criterion mentioned in this RFP and is found suitable to the satisfaction of the Bank. The outgoing resource should complete the knowledge transfer with the replaced resource as per the satisfaction of the Bank. The bidding firm shall be allowed 15 days to replace the resource.
- d. The payment for replaced resources will be made as per the man month rates quoted/agreed by the bidder. However if the replaced resource obtains less marks in evaluation, payment will be made proportionately.
- e. Till the completion of assignment main team to be there and they should put in minimum hours and should not be passed on to their juniors / second team.
- f. The penalty per resource would be imposed in case of exit/replacement of resource from the project within below mentioned period starting from the date of deployment of respective resource:

A step-down penalty is kept for exit/replacement,

- I. Within 6 Months: Rs. 1,50,000 (Rupees One Lac Fifty Thousand)
- II. Beyond 6 months to 1 Year- Rs. 1,00,000 (Rupees One Lac)

A penalty of Rs. 5 Lakhs per resource will be levied if a resource who has not resigned and is removed from the project by the bidder

- g. After expiry of 15 calendar days of exit, a penalty of Rs. 3000 per working day per resource will also be imposed till suitable replacement is not being provided by the bidder.
- h. However Bank is free to relieve any resource (apart from minimum committed numbers) at any time (beyond minimum committed period) during contract period without any penalty by serving 15 days advance notice.

### 1.13.2 Penalty for absence

a. In the case of absence (apart from allowed leaves) of a resource during project period, no payment will be made for the days a resource is absent (Per day payment will be

calculated by dividing man month rate by number of Bank working days in that month). In addition a penalty of Rs 1000/- per working day per resource will be levied on such absence.

- b. Fraction of a day in reckoning period in supplies shall be eliminated if it is less than half a day.
- c. Penalty would be deducted from the applicable payments

# 1.13.3 Further to penalties as defined in section 1.14 of the RFP, the following will be applicable:

The bidder and the bank shall collectively discuss and agree upon the criticality, roadmap and implementation timeline of each of the recommended initiatives and therefore, the implementation roadmap to be adopted. The Bank may charge penalty for any delay in such agreed timelines for the execution of corresponding projects due to reasons solely attributable to the consultant at the rate 0.5% per week of the quoted / estimated fees for the corresponding monthly payout, subject to a maximum of 10% of the Total Contracted Cost (TCC) amount. The penalty will be calculated on the amount of fixed fee quoted for a monthly payout. Fraction of week is to be construed as one full week for arriving at the delay in terms of weeks.

### a. Appendix I: Pre-Qualification & Technical Bid Templates

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Pre-Qualification/Technical Evaluation Criteria.

Pre-Qualification Bid &Technical Proposal shall comprise of following forms:

### Forms to be used in Pre-Qualification Proposal

Form 1: Compliance Sheet for Pre-qualification Proposal

Form 2: Particulars of the Bidders

Form 3: Bank Guarantee for Earnest Money Deposit (EMD)

Form 13: Integrity Pact

#### Forms to be used in Technical Proposal

Form 4: Compliance Sheet for Technical Proposal

Form 5: Letter of Proposal

Form 6: Proposed Approach & Methodology

Form 7: Proposed Work Schedule & Project Plan

Form 8: Deviations

Form 9: Team Composition and their Availability

Form 10: Curriculum Vitae (CV) of Key Personnel

Form 11: Deployment of Personnel

Form 12: Reference Site Details

Form 14: Template of the contract agreement to be executed.

### Form 1: Compliance Sheet for Pre-qualification Proposal

(The pre-qualification proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Pre-Qualification proposal)

	Basic Requirements	Required	Provided	Reference & Page Number
1.	Application Fee	Transaction receipt	Yes/ No	
2.	Power of Attorney	Copy of Power of Attorney in the Name of the Authorized signatory	Yes/ No	
3.	Particulars of the Bidders	As per Form 2	Yes/ No	
4.	Earnest Money Deposit	Demand Draft/BG	Yes/ No	
5.	Sales Turnover in Consulting	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the Statutory Auditor	Yes/ No	
6.	Technical Capability	Completion Certificates from the client; OR Work Order + Self- Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate from the client	Yes/ No	
7.	Certifications	ISO 9001 / ISO 27001 preferred	Yes/ No	

8.	Consortiums	No Consortiums	Confirmation that the bidder is bidding as a single entity	
9.	Legal Entity	Copy of Certificate of Incorporation; and Copy of Service Tax Registration Certificate	Yes/ No	
10	Manpower Strength	Self-certification by authorized agency	Yes / No	
11.	Blacklisting	A self-certified letter	Yes/ No	
12	Integrity Pact	Singed Agreement	Yes/No	

### Form 2: Particulars of the Bidders

SI. No.	Information sought	Detailed to be Furnished
А	Name and address of the bidding Company	
В	Incorporation status of the firm (Public limited/private limited, etc.)	
С	Year of Establishment	
D	Date of registration	
Е	ROC Reference No.	
F	Details of company registration	
G	Details of registration with appropriate authorities for service tax	
Н	Name, Address, email, Phone nos. and Mobile Number of Contact Person	

### Form 3: Earnest Money Deposit

Location, Date Fo, Dy. General Manager, Dena Bank,Information Technology Department, Dena Bhawan-A, Patel Estate Road, Behind Telephone Exchange, Jogeshwari (w), Mumbai 400102.
Whereas < <name bidder="" of="" the="">&gt; (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP HO/ITD/445/2015 dated 16/06/2015 for Appointment of IT consultant on retainer basis(hereinafter called "the Bid") to Dena Bank</name>
KNOW ALL MEN by these presents that WE having our office at < <address>&gt; (hereinafter called "the Bank") are bound unto the <b>Bank</b> (hereinafter called "the Bank") in the sum of Rs. &lt;&lt;<b>Amount in figures&gt;&gt; (Rupees &lt;<amount in="" words="">&gt; only)</amount></b> for which payment well and truly to be made to the said Bank, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this &lt;<insert date="">&gt; THE CONDITIONS of this obligation are:</insert></address>
3. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
4. If the Bidder, having been notified of the acceptance of its bid by the Bank during the period of validity of bid
(a) Withdraws his participation from the bid during the period of validity of bid document; or (b) Fails or refuses to participate for failure to respond in the subsequent Tender process after having been short listed;
We undertake to pay to the Bank up to the above amount upon receipt of its first written demand, without he Bank having to substantiate its demand, provided that in its demand the Bank will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the
occurred condition or conditions.  This guarantee will remain in force up to < <insert date="">&gt; and including &lt;<extra above="" and="" in="" mandated="" over="" rfp="" the="" time="">&gt; from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.  NOTHWITHSTANDING ANYTHING CONTAINED HEREIN:  V. Our liability under this Bank Guarantee shall not exceed Rs. &lt;<amount figures="" in="">&gt; (Rupees &lt;<amount n="" words="">&gt; only)</amount></amount></extra></insert>
/. This Bank Guarantee shall be valid upto < <insert date="">&gt;)</insert>
VI. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before < <insert date="">&gt;) failing which our liability under the guarantee will automatically cease.</insert>
Authorized Signatory of the Bank) Seal: Date:

### Form 4: Compliance Sheet for Technical Proposal

(The Technical proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Technical proposal)

	Specific Requirements	Documents Required	Compl iance	Reference & Page Number
1.	Covering Letter for Technical Proposal	As per Form 5		
2.	Average turnover from services related to IT Consulting (i.e. revenue should be on account of IT consulting other than related to supply of hardware/IT infrastructure and their associated maintenance services, packaged software etc. in last 3 years (Turnover in Rs 50 Crores)	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the Chartered Accountant	Yes/ No	
3	Full-time professional staff engaged in consulting services (25)	self-certification from authorized signatory	Yes / No	
4.	Experience relevant to this engagement as listed below to be demonstrated in a maximum of <nos.> engagements that have either been completed or an ongoing project where a similar deliverable or milestone has been successfully achieved.</nos.>	Completion Certificates from the client; OR  Work Order + Self-Certificate of Completion (Certified by the Statutory Auditor); OR  Work Order + Phase Completion Certificate		

		from the client	
5.	Approach & Methodology, Understanding and work Plan (As per the requirements specified in Technical evaluation)	` '	Yes/ No
6.	Deviations (if any)	Form 8	Yes/ No
7.	Team Composition (As per requirement specified in Technical evaluation)	,	Yes/ No
8.	Tools and Assets As per requirement specified in Technical evaluation)		Yes/ No
9	Integrity Pact	Form No.12	Yes/N o

All the Bidders are requested to mention the document reference number and Page number for each criterion.

### Form 5: Letter of Proposal To, Date Dy. General Manager, Dena Bank Information Technology Department, Dena Bhawan-A, Patel Estate Road, Behind Telephone Exchange, Jogeshwari (w), Mumbai 400102. Dear Sir. Subject: Submission of the Technical bid For Appointment of Consultant for appointment of a technical and project management consultant for the on-going and new Information Technology initiatives We, the undersigned, offer to provide Consultancy Services to the Bank for technical and project management consultant for the on-going and new Information Technology initiatives in accordance with your Request for Proposal dated 16/06/2015 and our Proposal. We are here by submitting our Proposal, which includes this Technical bid and the Financial bid sealed in separate envelopes. We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification. We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Fact Sheet. We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 180 days as stipulated in the RFP document. We understand you are not bound to accept any Proposal you receive.

Date:

Authorized Signature (In full and initials):

Name and Title of Signatory:

Yours sincerely,

Name of Firm:

Address:

Location

### Form 6: Proposed Approach & Methodology

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present Approach and Methodology divided into the following sections:

- a) Understanding of the project
- b) Potential initiatives given the priorities
- c) Technical Approach and Methodology

#### Technical Approach and Methodology

You should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output.

You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

### Form 7: Proposed Work Schedule & Project Plan

In this section you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Bank), and delivery dates of the reports.

The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the Terms of Reference (TOR) and ability to translate them into a feasible working plan. A list of the final documents, including reports to be delivered as final output, should be included here.

The above should be substantiated with the project plan, as per the following template. The project plan should be consistent with the Work Schedule.

			Cale	endar	Mon	ths									
No.	Activity	Dependency	1	2	3	4	5	6	7	8	9	10	11	12	n
1															
2															
3															
4															
5															
6															
n															

- I. Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Bank's approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- II. Duration of activities shall be indicated in the form of a bar chart.
- III. All activities should meet the 8/80 criteria i.e. should at least take 8 hours and a maximum of 80 hours.

#### Form 8: Deviations

This section should contain any assumption on areas which have not been provided in the RFP OR any changes to the existing provisions of the RFP

#### A- On the Terms of Reference

Suggest and justify here any modifications or improvement to the Scope of Work you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and in corporate in your Proposal

**B-Any other areas** 

### Form 9: Team Composition and their Availability

<u>Organization and staffing</u> .In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical staff.

Any information withheld/misrepresented may lead to rejection of the bid OR cancellation of the contract)

Form 9.1 Team Composition & Key Tasks

Name of Staff with Qualification and Experience	Area of Expertise	Position Assigned	Task Assigned	Time Committed for the Engagement

### Form 9.2: Information on Team Involvement in other Engagements

Name of Staff with Qualification and Experience	Current Assignments where the Resource CV had been presented in the proposal	End Date of the Assignment (as estimated on the date of submission of this bid)	% Time Commitment
Name of the Resource			

(Any information withheld / misrepresented, would establish the Bank would establish the veracity and if found true may lead to rejection of the bid OR cancellation of the contract)

### Form 10: Curriculum Vitae (CV) of Key Personnel

Marks will be awarded where complete details are provided. It is mandatory that bidder to provide details of project handled, brief of the assignment, period for each of the resource proposed relevant to scope of the tender. Each resource deployed shall provide self-certificate indicating relevant experience of tender scope.

- **Format**
- 1) Proposed Position [only one candidate shall be nominated for each position Expert]:
- 2) Resource Name:
- 3) Nationality:
- 4) Date of Birth
- 5) Educational Qualifications: [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
- 6) Certifications and Trainings attended:
- 7) No. of years' of experience
- 8) Total No. of years with the firm
- 9) Areas of expertise and no. of years of experience in this area (as required for the Profile mandatory):

Sno	Project Name	Year & Period	Brief of the	Project	Project
		spent on project	Project	Relevance to	Customer
				Dena Bank	Name,
				Tender Scope	Contact Details
				(section details)	& Address

- 10) **Languages** [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
- 11) Membership of Professional Associations:
- 12) **Employment Record** [Starting with present position and last 2 firms, list in reverse order, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From (Year):	To (Year):
Purchaser:	
Positions held:	

13)Detailed Tasks	14)Relevant Work Undertaken that Best Illustrates the
Assigned	experience as required for the Role (provide maximum
	of 6 citations of 10 lines each)
	(Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 14 and as required for the role as listed in 'List of the key professional positions whose CV and experience would be evaluated')
	Name of assignment or project:
	Year:
	Location:
	Purchaser:
	Main project features:
	Positions held:
	Value of Project (approximate value or range value): Activities performed:

#### 15) Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, from the assignment if engaged.

Date: Day/Month/Year

(Signature of staff member or authorized representative of the staff)

Full name of Authorized Representative:

Form 11: Deployment of Personnel

			Stat	ff inp	ut in	Mor	iths (	in th	e fo	rm c	of a b	ar ch	art)2		Total Staff man- Months Proposed	
	Name of	Deliverable														Total
No.	staff	involved	1	2	3	4	5	6	7	8	9	10	11	12	n	
1																
2																
3																
4																
5																
6																
n																

- Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category
- Months are counted from the start of the assignment.

Appendix II Commercial proposal Templates

Form 1: Covering Letter

Form 2: Commercial Bid Template

Form 1: Covering Letter						
To,						
Dy. General Manager, Dena Bank Information Technology Department, Dena Bhawan-A, Patel Estate Road, Behind Telephone Exchange, Jogeshwari (w), Mumbai 400102.						
Dear Sir/Madam,						
Subject: Submission of the Financial bid for appointment of technical and project management consultant for the on-going and new Information Technology initiatives						
We, the undersigned, offer to provide the consulting services for <b>technical and project management consultant for the on-going and new Information Technology initiatives</b> of consulting services in accordance with your Request for Proposal dated 16/06/2015 and our Proposal- Technical and Financial Proposals. Our attached Financial Proposal is for the sum of (Amount in words and figures). Bid price is inclusive of all fees, expenses, taxes except service tax.						
I understand that the payment would be made on the basis of actual Service tax rate prevalent during the time of payment.						
Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. Date						
We understand you are not bound to accept any Proposal you receive.						
Yours sincerely,						
Authorized Signature:						
Name and Title of Signatory:						
Name of Firm:						
Address:						

Form 2: Commercial Bid Template

Cost-A: Comprises of Phase-I & Phase-II implementation costs.

**Phase I:** The Bank expects the bidder to complete the scope defined under phase-I in 6 months.

**Phase II: Phase-II** is expected to be completed in subsequent 18 months of the contract tenure

In addition to the above, the Bank expects adequate management involvement from the bidder in terms of the time spent by the project director.

Total Cost applicable for Phase-I & Phase-II is
(Cost-A)
Cost-B:
The initial project tenure is 24 months. The tenure, however, may be extended, on retainer basis, if necessary. The bidder is expected to provide a separate man-month cost. For the purpose of commercial evaluation, Bank will consider additional 12 manmonths cost for the purpose of TCO.
Total Cost applicable for 12 man-months is
(Cost-B)
Cost quoted for Phase-I & II activities shall be in line with details submitted in Form-11: Deployment of personnel of the RFP.
Form 2 A: Summary of Costs
The total cost (TCO) shall be the collective sum of
Cost-A + Cost-B
Above price are inclusive of all fees, expenses, taxes except service tax which will be paid on actual.

Appendix III: Performance Bank Guarantee

<Location.</pre> Date>

Dy. General Manager,

Dena Bank

Information Technology Department,

Dena Bhawan-A, Patel Estate Road, Behind Telephone Exchange,

Jogeshwari (w), Mumbai 400102.

Whereas, <<name of the supplier and address>> (hereinafter called "the applicant/supplier") has undertaken, in pursuance of contract no. <<insert contract no.>> dated. <<insert date>> to provide consulting services for <<name of the assignment>> to <<Nodal Agency>> (hereinafter called "the beneficiary")

And whereas it has been stipulated by in the said contract that the applicant/supplier shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, << Name of the Bank>> a banking company incorporated and having its head /registered office at << address of the registered office>> and having one of its office at << address of the local office>> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, upto a total of Rs. <<Insert Value>> (Rupees <<insert value in words>> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <<Insert Value>> (Rupees <<insert value in words>> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the applicant/supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the applicant/supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification. This Guarantee shall be valid until << Insert Date>>.

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed Rs <<Insert Value>> (Rupees <<insert value in words>> only).
- II. This bank guarantee shall be valid up to <<insert expiry date>>.
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <<insert expiry date>> failing which our liability under the guarantee will automatically cease.

#### Form 12: Reference Site Details

We give below the reference site details:

Name of the Company/Bank (client name)	
Full Address of the Company/Bank with PIN code	
Brief description of the nature of business/ process	
Contact details (At least two contact details of senior staff of the client are to be provided for each reference)	
Contact 1 Name:	
Designation:	
Landline No:	
Cell No:	
Email id:	
Contact 2 Name:	
Designation:	
Landline No:	
Cell No:	
Email id:	
Brief description of the scope of	
Consultancy service provided (may	
attach a separate write up)	
Duration of assignment including start date and end date	
Approximate value of service (in	
rupees) (Optional)	

#### Note:

- 1). Letter of consent from the bank to act as 'Reference site' to be enclosed. The bank should consent for the visit.
- 2). The bank acting as 'Reference site' may be asked through questionnaire or direct interaction with the bank.

The bidders are expected to respond to the RFP using the forms given in this section for Commercial Proposal.

#### Form 13: Integrity Pact

This pact will be a prequalification for participating in this and compulsory to sing.

#### **Integrity Pact Format**

Dena Bank hereinafter referred to as "The Principal"  And	
	hereinafter referred to as
"The Bidder/Contractor"	_
<u>Preamble</u>	
The Principal intends to award under laid down organiz against enquiry no.	•
The Principal values full	compliance with all relevant
laws of the land, rules, regulation, economic use fairness/transparency in its relations with its Bidder (s) and/or	Contractor(s).
In order to achieve these goals, the Principal will appoir Monitor (IEM), who will monitor the tender process and the compliance with the principle mentioned above.	•

### Section- 1- Commitments of the Principal

- 1. The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
- a) No employee of the Principle, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b) The Principal will, during the tender process treat all Bidders(S) with equality and reason. The Principle will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidders (s) could obtain an advantage in relation to the tender process or the contract execution.
- c) The Principle will exclude from the process all known prejudiced persons.
- If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

### Section- 2- Commitments of the Bidder(s)/contractor(s)

- The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promi8se or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitle to, in order to obtain in exchange any kind whatsoever during the tender process or during the execution of the contract.
  - b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particulars to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c) The Bidder(s)/Contractor(s) will not commit any offense under the relevant Anti-Corruption Law of India, further the Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of the Indian Nationality shall furnish the name and address of the foreign principals or associates if any. All the payments made to the Indian agent/representative have to be in Indian Rupees only.
  - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2. The Bidder(s)/Contractor(s) will not instigate third person to commit offense outlined above or be an accessory to such offences.
- 3. The word "he/his" would include an individual or a partnership or a consortium, which is a party to this agreement.

<u>Section-3 – Disqualification from tender process and exclusion from future contracts.</u>

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of section-2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process and take appropriate action.

#### Section 4-Compensation for damages

- 1. If the principal has disqualified the bidder(s)/Contractor(s) from the tender process prior to the award according to section 3, the principal is entitled to demand and recover the damages equivalent to earnest Money Deposit/Bid Security.
- 2. If the Principal has terminated the contract according to section 3,or if the principal is entitled to terminate the contract according to section 3,or if the Principal is entitled to demand and recover from the Bidder/Contractor liquidated damages of the contract value or amount equivalent to performance bank guarantee

#### Section 5-Previouse transgression

- The Bidder/Contractor declares that no previous transgression occurred in the last 3 year with any other company in India and outside conforming to the TII's anti-corruption approach including public sectors enterprise in India that could justify his exclusion from the tender process.
- 2) If the bidder/contractor make incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken..

#### Section 6- Equal treatment of all Bidder/contractors.

- 1. The principal will enter into agreements with identical conditions as this one with all bidders and contractors.
- 2. The principal will disqualify from the tender process all bidders/Contractors who do not sign this Pact or violate its provisions.

### Section-7- Criminal charges against violating Bidder(s) Contractor(s)/ Subcontractor(s)

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

Section 8- Independent external monitor/ monitors.

- 1. \_The Principal appoints competent and credible Independent for this Pact. The Task Monitor is to review independently and objectively, whether and to what extent the parties comply with obligations under this agreement.
- The monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. Is will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Dena Bank.
- 3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contactor. The Contractor. The Contractor will also grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors also . The Monitors is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) as confidential.
- 4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the principal and the Bidder/Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 5. As soon as the Monitor notices, or believe s to notice a violation of this agreement, he will so inform the Management of the principal and request the managements to can in this regard submit non-binding recommendation. Beyond this, the monitor has no right to demand form the parties that they act in a specific manner, refrain from action or tolerate action.
- 6. The monitor will submit a written report to the Dena Bank within 8 weeks from the date of reference or intimation to him by the principal and should the occasion arise, submit proposals for correcting problematic situations.
- 7. If the monitor has reported to the Dena Bank, A substantiated suspicion of an offence under relevant IPC/PC Act, and Dena Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chied Vigilance Officer, the monitor may also transmit this information directly to the central vigilance commissioner.
- 8. The word 'Monitor' would include both singular and plural.

#### Section 9- Pact Duration

This Pact begins when both parties have legally signed it. It for the contractor 12 months after the last payment under the contract, and for all other bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Dena Bank.

#### Section 10- Other provisions

- 1. The agreement is subject to Indian Law. Place of performance jurisdiction is the Registered Office of the principal, i.e., New Delhi.
- 2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3. If the bidder contractor is a partnership consortium, this agreement must be signed by all partners or consortium members.
- 4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5. In the event of any contradiction between the integrity Pact and its Annexures, the Clause in the integrity Pact will prevail.

(For & On behalf of the Principal) (Office Seal).	(For & on behalf Bidder/Contractor) (Office Seal)
Place Date Witness 1: (Name & Address)	
Witness 2: (Name & Address)	
	-XXXX