



BID DOCUMENT

FOR

Procurement of Managed Testing Services and Setting up of Testing Center of Excellence (TCoE).

Ref: CO:ITD:311/R1:2019-20 Date: 27/08/2019

Last Date for Submission of Bid: 10/09/2019 (03.00 PM)

**Indian Bank
Information Technology Department
Corporate Office,
254-260, AvvaiShanmugamSalai,
Royapettah, Chennai - 600 014**



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1. Indian Bank is a premier Nationalised Bank with over 2900 Branches and having a business of over Rs.4,30,000crores. The Bank had been a forerunner in absorption of technology and has many firsts to its credit in implementation of IT in banking. The Bank has overseas presence through oneBranch each in Singapore, Colombo & Jaffna and has reciprocal arrangements with various foreign banks across the globe. Core Banking Solution has been implemented in all the Branches. Bank has introduced Debit Cards, Credit Cards and Exclusive Credit Card "Bharat Card" for common man – first of its kind in the Banking industry. Banking services are offered through multiple delivery channels like ATM, Internet Banking, Telebanking, Mobile Banking etc. Bank is also partnering various e-governance initiatives of Govtof India and State Governments.
2. Bank invites sealed bids for Procurement of Managed Testing Services and Setting up of Testing Center of Excellence (TCoE). Part-I of the bid document will consist of technical and other details and should be submitted manually and Part II will be through Online Reverse Auction process.
3. If required, youmay obtain further information from Indian Bank, at the address given below from 10.00 to 17.00 hours on all working days.
4. The address for communication is :-

Assistant General Manager
Indian Bank,Head Office,
Information Technology Department
66,RajajiSalai,
Chennai, Pin 600 001, India.
Phone: 044-25269719/25279828

E-Mail-krishna.cp@indianbank.co.in
skkarna55966@indianbank.co.in

Bids must be delivered to the address given below, on or before 03.00 P.M. on 10/09/2019 and must be accompanied by a Bid Security of INR 15,00,000/- (RupeesFifteen Lakhs only) and a bid fee of INR 10,000/-as Demand Draft in favour of Indian Bank payable at Chennai for (non-refundable). Bid submitted without the Bid Fee and Bid Security will not be considered:

Chief Manager, Indian Bank, Corporate Office
Expenditure Department, First Floor
254-260 AvvaiShanmugamSalai,
Royapettah, Chennai, Pin 600 014, India.

Late bids will summarily be rejected. Part I of the bid (consisting of scope of work as per section IV, bid form, bid security form, manufacturer's authorisation form,qualification criteria, service support details and professional qualification of resources, undertaking of authenticity for software to used for the project) will be opened by the bank at 03.30 P.M. on 10/09/2019 at Indian Bank Corporate Office at the address mentioned above.



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You may send your representative to participate in the bid opening process. After technical evaluation, only the eligible bidders will be communicated of the date and time of online reverse auction process, business rules for the auction and the details of the agency who shall conduct the reverse auction.

5. PRE-BID MEETING

- a. A pre-bid meeting is scheduled to be held at the following address at **11:30** hours IST on 03/09/2019. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.

Information Technology Department
Indian Bank Head Office
2nd Floor, 66, Rajaji Salai, Chennai – 600 001.
Phone: 044-25269719/25279828

Contact Persons:

Mr. Krishna Chandra Prasad, Senior Manager
Mr. Subodh Prasad Karna, Chief Manager

- b. In case the probable bidder wants to participate in the Pre-bid Meeting to be held on the date specified in this bid, they should register themselves with the Bank by sending the cost of bid document i.e. Rs.10,000/- (Rupees Ten thousand only, non-refundable) by way of Demand Draft in favour of Indian Bank payable at Chennai. Only those Bidders or their Representatives (Maximum 2 persons) who have registered with the Bank will be allowed to participate in the pre-bid meeting. **Such Bidders who have submitted DD for attending pre bid meeting are not required to submit the DD for cost of Bid Document along with technical bid (Part I).**

- c. The purpose of the meeting will be to clarify the doubts raised by the probable bidders.

- d. The bidder is requested to submit any queries/clarifications to the Bank at least two days before the date of meeting to the following mail ids.

E-Mail-krishna.cp@indianbank.co.in
skkarna55966@indianbank.co.in

The text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendment to the bid document, if any, will be ported in our web site and informed to the bidders through email who have raised queries in writing and provided email address..

6. BENEFITS TO MICRO AND SMALL ENTERPRISES (MSEs) AS PER THE GUIDELINES OF PUBLIC PROCUREMENT POLICY ISSUED BY GOVERNMENT OF INDIA:

- a. As per the above policy, Bank reserves the rights to procure 25% of the total requirements, from Micro and Small Enterprises (MSEs) provided such MSEs are complying with the eligibility criteria and technical specifications of the RFQ, quote their price within the price band of L1+15% and agree to bring down their price to L1 price.



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- b. If L1 bidder is an MSE, 100% procurement will be done from the L1 bidder subject to the other terms and conditions of the RFQ.
 - c. In case of more than one such MSE, the supply shall be shared proportionately to tender quantity.
 - d. Special provision for Micro & Small Enterprises owned by Scheduled Castes or Scheduled Tribes. 4% out of the 25% shall be allotted to such MSEs, if participated in the tender.
 - e. Special provision for Micro & Small Enterprises owned by Women. 3% out of the 25% shall be allotted to such MSEs, if participated in the tender.
 - f. MSEs are also exempted from payment of cost of bid documents and submission of bid security.
 - g. To avail the above benefits, the bidder should have registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or UdyogAadhar or any other body specified by Ministry of Micro, Small and Medium Enterprises.
 - h. Bidders seeking the above benefits shall submit the documentary proof for having registered with the above agencies (such as Entrepreneur's Memorandum – EM II) at the time of pre-bid meeting or during submission of the technical bids (only if the bidder is not attending the pre-bid meeting).
7. The condition of prior turnover and prior experience may be relaxed for Start-ups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications and making suitable provisions in the bidding document (Rule 173 (i) of GFR 2017).
8. This RFQ is further governed by Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion order number P-45021/2/2017-B.E.-II dated 15th June 2017 for the Public Procurement (Preference to Make in India), Order 2017.



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The bidder is expected to read the instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk.

2. Amendment of bidding documents

2.1 At any time prior to the deadline for submission of bids, the bank, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder/s, may modify the bidding document by amendment/s.

2.2 All prospective bidders may check bank's website for amendment/s and it will be binding on them.

3. Documents constituting the bid

3.1 The part-I of the bid prepared by the bidder shall comprise the following components:

a) Technical bid

The bidder shall furnish as part of their bid, documents establishing the bidder's eligibility to bid and their qualifications to perform the contract, if their bid is accepted.

As part of their bid, the bidder should submit documents agreeing to the bid's terms and conditions.

The documentary evidence of the bidder's qualifications to perform the contract if their bid is accepted shall be established to the bank's satisfaction:

- i. that, the bidder has the financial and technical capability necessary to perform the contract;
- ii. that, the bidder meets the qualification requirements.

b) A bid form of the bid document as per format enclosed.

c) Bid security (Earnest Money Deposit)

d) Other documents as mentioned in checklist.

The bank may, at its discretion, reject any bid document not accompanied by the above.

4. Documents establishing goods' conformity to bidding documents

4.1 The bidder shall furnish, as part I of their bid, documents establishing conformity to the bidding documents of all goods and services, which the bidder proposes to supply under the Contract.



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4.2 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of:

- a. A detailed description of essential technical and performance characteristics of the goods;
- b. An item-by-item commentary of the purchaser's technical specifications demonstrating responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the technical specifications.

5. Cost of Bid:

The RFP documents are made available in our Bank's website (www.indianbank.in) and can be downloaded from the website. Demand draft for Rs.10,000/- (Rupees ten thousand only) drawn in favour of Indian Bank, payable at Chennai should be handed over to the Bank towards cost of bid along with other bid documents and GSTIN details of the bidder. Cost of bid is non-refundable.

6. Bid Security (Earnest Money Deposit)

6.1 The bidder shall furnish, as part of their bid, a bid security in the form of a bank guarantee issued by a scheduled commercial bank or foreign bank located in India, in the form provided in the bidding documents for a sum of Rs.15,00,000/- (Rupees Fifteen lakhs only) and valid for forty five days (45) days after the validity of the bid (i.e. Bid validity 90 days + 45 days = 135 days from the last date for submission of bid). Bank may seek extension of Bank Guarantee, if required.

6.2 Unsuccessful Bidders' bid security will be discharged or returned after completion of purchase process.

6.3 The successful bidder's bid security will be discharged upon the bidders signing the contract and furnishing the performance security.

6.4 The bidder will forfeit the bid security,

- a. if a bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form.

Or

- b. In the case of a successful Bidder, if the Bidder fails to sign the Contract within the specified time of 15 days, or to furnish performance security.

7. Period of validity of bids

Bids shall remain valid for the period of 90 days after the last date for submission of bid prescribed. A bid valid for a shorter period shall be rejected by the bank as non-responsive. Bank may seek extension of bid validity, if required.

8. Format and signing of bid

8.1 The person or persons signing the bid shall sign all pages of the bid document, except for un-amended printed literature.

8.2 Any interlineations, erasure or overwriting shall be valid only if they are signed by the person or persons signing the bid.



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9.1 The bidder shall seal the part I of the bid in separate envelope, duly marking the envelope as "Procurement of Managed Testing Services and Setting up of Testing Center of Excellence (TCoE).- PART I – Technical"

9.2 The envelope shall:

- a. be addressed to the bank at the address given below;
Chief Manager,
Indian Bank, Corporate Office,
Expenditure Department,
254-260 AvvaiShanmugamSalai
Royapettah, Chennai, PIN 600 014, India.
- b. bear the project name and a statement: "DO NOT OPEN BEFORE 10/09/2019 3.30 PM", to be completed with the time and the date specified below.

10. Deadline for submission of Bids

10.1 Deadline for bid submission is 10/09/2019, 03.00 P.M. The bid document alongwith required enclosures should be submitted at the place mentioned in clause No.9.2 either in person or it can be sent by post but it should reach the concerned officer on or before 3.00 P.M. on 10/09/2019.

10.2 In the event of the specified date for the submission of bids, being declared a holiday for the bank, the bids will be received up to the appointed time on the next working day.

10.3 The bank may, at its discretion, extend this deadline for the submission of bids by amending the bid documents, in which case all rights and obligations of the bank and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

10.4 Any bid received by the bank after the deadline for submission of bids prescribed by the bank will summarily be rejected and returned unopened to the bidder.

11. Opening of bids by bank

11.1 The bids (PART-I) will be opened in the presence of bidders' representatives.

11.2 The bidders' names, bid modifications or withdrawals and the presence or absence of the requisite bid security and such other details as the bank, at its discretion, may consider appropriate, will be announced at the bid opening. No bid shall be rejected at bid opening, except late bids, which shall be returned unopened to the bidder.

11.3 The technically qualified bidders will be intimated to participate in the Online reverse auction process (PART II), to identify Lowest Quoted (L1) bidder. Online reverse auction procedures and timings will be informed separately. Technically qualified bidders will be informed the modus operandi for this purpose and bidders will have to abide by the e-business rules.



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During evaluation of the bids, the bank may, at its discretion, seek clarification from the bidder/s. The request for clarification and the response shall be in writing, and no change in the substance of the bid shall be sought, offered, or permitted.

13. Evaluation Criteria**13.1 General Evaluation**

- a) The Bank will examine the quote to determine whether they are complete, whether the documents have been properly signed and whether the quote is generally in order.
- b) The bank may waive any minor informality, non-conformity, or irregularity in a quote which does not constitute a material deviation.
- c) Prior to the detailed evaluation, the bank will determine the substantial responsiveness of quote documents. For the purposes of these clauses, a substantially responsive quote is one which conforms to all the terms and conditions of the quote documents without material deviations.

12.2 Technical Evaluation

- a) The Bidder should satisfy all the qualification criteria mentioned in Section V of this bid.
- b) The hardware and software offered should meet all the technical specifications as stipulated in the bid.

12.3 Commercial Evaluation

- a) Technically qualified bidders alone will be intimated to participate in the Online reverse auction to identify L1 (Lowest) bidder for awarding contract.
- b) The comparison of prices among the vendors shall be between the total price quoted inclusive of all duties, levies, warranty, installation charges but exclusive of taxes only of the goods offered etc.

14. Bank's right to accept any bid and to reject any or all bids

The bank reserves the right to accept or reject any bid; annul the bidding process and reject all bid(s) at any time prior to awarding contract, without assigning any reason and without thereby incurring any liability to the affected bidder or bidders.

15. Negotiation

The Bank reserves the right to further negotiate on the price offered, with the L1 (Lowest) vendor, if the price quoted is found unreasonable or in any exceptional circumstances

16. Other Terms and Conditions

- i. The cost of preparing the proposal including visit / visits to the bank is not reimbursable.
- ii. The bank is not bound to accept any of the proposals submitted and the bank has the right to reject any/all proposal/s or cancel the tender without assigning any reason there for.



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- iii. All pages of the bid document, clarifications/amendments if any should be signed by the authorised signatory and kept with Part-I. A certificate to the effect that the authorised signatory has authority to bind the company should also be attached along with the part-I.



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SECTION – III – CONDITIONS OF CONTRACT

1. USE OF CONTRACT DOCUMENTS AND INFORMATION;

1.1 The successful bidder shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the successful bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

1.2 The Successful bidder shall not, without the purchaser's prior written consent, make use of any document or information pertaining to this contract except for purposes of performing the contract.

2. INTELLECTUAL PROPERTY RIGHTS

The vendor shall, at its own expenses without any limitation, defend and indemnify the Bank against all third party claims or infringements of Intellectual Property Rights. In case of violation/ infringement IPR, the successful bidder shall after due inspection and testing get the solution redesigned for the Bank, at no extra cost. If the Bank is required to pay compensation to a third party resulting from such infringement(s), the Vendor shall be fully responsible therefore, including all expenses and court and legal fees.

3. PERFORMANCE SECURITY

Within fifteen (15) days of the acceptance of purchase order issued for the project by the Bank, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, for 10% of the amount of contract value valid for a period of thirty (30) months, in the form of a Bank Guarantee in the format provided in Section V provided in Page No.42

The performance security submitted by the Successful bidder shall be invoked by the Bank as compensation for any loss resulting from the Successful bidder's failure in completing their obligations under the Contract.

Failure of the successful Bidder to comply with the requirement of signing of contract and performance Security shall constitute sufficient grounds for annulment of the award and forfeiture of the bid security, in which event the Bank may call for new bids.

The performance security will be discharged by the Bank and returned to the Successful bidder not later than thirty (30) days following the date of completion of the Successful bidder's performance obligations under the Contract, including any warranty obligations.

4. DELIVERY SCHEDULE

Bidder shall be responsible for providing the required number of personnel for commencing the managed testing services and setting up of "Testing Center of Excellence" within 4 weeks from the date of acceptance of the purchase order.



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All bank working days in Chennai will be considered for this project. The working hours per day will be eight hours excluding lunch and other breaks.

6. LIQUIDATED DAMAGES:

For any delay in conducting the commencing Managed Testing services / setting up of Testing Center of Excellence beyond the agreed dates, Bank reserves the right to charge Liquidated Damages (LD) as detailed below:

Liquidated Damages at 0.5% of the invoice price of the solution/services will be charged for every week's delay in the performance of the services beyond the specified performance period of each service subject to a maximum of 10% of the total contract value of that service. The Bank reserves the right to recover the amount by any mode such as adjusting from any payments to be made by the Bank to the successful bidder and invoking the Bank Guarantee.

7. PAYMENT TERMS:

Payment will be released monthly in arrears on submission of following documents:

- a. Invoices
- b. Attendance records of resources available during the month
- c. Projects (Testing) carried out during the month

8. SERVICE LEVEL AGREEMENT (SLA)

The responsibilities and targets mentioned above are only indicative and the Bank reserves the right to revise the SLA.

The successful bidder has to enter into a Service Level Agreement with the Bank which includes the detailed scope of work and technical requirements, service levels in principle with the RFP tender document terms. The same has to be executed on INR 100 Stamp Paper. SLA will be reviewed on a quarterly basis. SLA violation will attract penalties. Service Level Agreements will be as per format prescribed by the Bank.

The successful bidder must strictly adhere to the schedules for completing the assignments. Failure to meet the delivery dates/time, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the successful bidder's performance.

Definition of Defects:

A defect is a container term that also covers terms such as "error", "bug", "flaw", "mistake" and "failure" and relates to the functionality, product or service during its complete life cycle - from business objectives that identify its needs to the period of its production. Within these boundaries, a "defect" is defined in two ways: (a) a defect of commission is "an event that produces an incorrect or unexpected result, or causes a functionality, product or service to behave in unintended ways"; (b) a defect of omission is "an event that requires an unexpected change to a functionality, product or service and is the result of a new, unknown or changed requirement to the functionality, product or service." So a defect of omission refers to something that should have been



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done but was not and a defect of commission refers to something that was done but shouldn't have been.

Classification of Severity of Defects and penalties thereof:

Severity	Definition	Penalties to be levied & conditions
Critical	A critical defect is where (Application/Functional) the system is unusable and the user is completely blocked from the activity that the software was intended to perform. These are serious incidents, for which there is no workaround and should be fixed to complete the testing. It will affect the customer*. Example of Show Stopper Defects 1. Either the application or a module is not accessible 2. Not able to create a customer 3. Not able to create loan or a deposit 4. Product is not available in the Menu for selection. 5. Product is available under the Menu but not fetched the desired result (processing screen) 6. User unable to login 7. Essential functions which a user is unable to perform i. Cash receipt/payment ii. CIF creation/ account opening iii. RTGS/NEFT/GRPT not available 8. Non availability of CBS UAT Environment. 9. Transaction flow/ screens/menus not as per transaction requirement.	In case of defect leakage to production, the penalty will be Rs.50,000/- (Rupees Ten Thousand only) per Critical defect leaked to production. Retesting to be done at no additional cost to the bank within 4 working hours after the functionality is made available for testing and all the support required from the client is provided (environment, batch run etc.)
Major	Major defects are those defects which are serious and for which work around can mean • additional transaction costs • loss of image with the customer • cause issues with the regulatory authorities These have to be fixed before the software is taken to production. It affects the customer*. Examples: 1. A customer account created. Application shows the account exists. However, on enquiry no data is displayed 2. Customer is not able to download	In case of defect leakage to production, the penalty will be Rs. 20,000/- (Rupees Ten Thousand only) per Major defect leaked to production Retesting to be done at no additional cost to the Bank within 4 working hours after the functionality is made available for testing and all the support required from the client is provided (environment, batch run etc)



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	account statement from website, though it comes on the screen 3. Repayment made once, effected twice in the loan account. Outstanding balances and schedule impacted 4. SB Account interest accrued but not posted to customer account 5. Clearing operations 6. Remittances 7. TDS and NPA Functionalities affected 8. Specimen signatures are not visible 9. Error in Interest application in Deposit and Loan accounts etc.	
Minor	Minor defects are those, which reflect deviation in functionality or missing of functionality, but there is a possible workaround. It will not impact the customer Example: 1. Wrong error messages 2. System allows the user to enter 3 decimals in teller screen 3. Email/ SMS alert not generated etc.	In case of defect leakage to production, the penalty will be Rs. 10,000/- (Rupees Ten Thousand only) per Minor defect leaked to production Retesting to be done at no additional cost to the Bank within 2 work days after the functionality is made available for testing and all the support required from the client is provided (environment, batch run etc.)
Cosmetic	Cosmetic errors are possible that affect the appearance of a functionality, product or service without any impact on the customer* Examples 1. Spelling mistakes in labels or in the statements 2. Incorrect position of logo etc.	No penalty applicable for Cosmetic defect leakages. Retesting to be done at no additional cost to the Bank within 4 work days after the functionality is made available for testing and all the support required from the client is provided (environment, batch run etc)

*Customer refers to whomsoever is the end beneficiary of the functionality. Customer may either be the Bank's customers (external) or the Bank itself (internal).

The maximum limit on above mentioned penalties in any year during the contract period shall not exceed the total amount payable by the Bank in such year in which defect leakages occurs.

9. IMPLEMENTATION SERVICES

The successful bidder shall provide all Services specified hereunder and in the Technical and functional specifications in accordance with the highest standards of professional competence and integrity. If the purchaser finds that any of the staff of the supplier assigned to work at the purchaser site is not responsive then the successful bidder will be notified, the successful bidder should resolve the issue to the satisfaction of the purchaser.



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The Successful bidder shall, at its own expense, defend and indemnify the Purchaser against all third-party claims of infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights arising from use of the Products or any part thereof in the Purchaser's country.

The Successful bidder shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Purchaser is required to pay compensation to a third party resulting from such infringement, the Successful bidder shall be fully responsible therefore, including all expenses and court and legal fees.

As a condition precedent to the foregoing, the Purchaser will give notice to the Successful bidder of any such proceedings or claim.

The Successful bidder shall have sole control on the conduct of such proceedings or claim and any negotiations for the settlement of any such proceedings or claim and the Purchaser shall provide the Successful bidder with the assistance, information, and authority reasonably necessary to perform the above and the Purchaser shall at no time admit to any liability for or express any intent to settle the claim.

If at the time of supplying the licenses, in terms of the present contract/order or subsequently it appears at any point of time that an infringement has occurred of any patents, trademarks or other rights claimed by any third party, then in respect of all costs, charges, expenses, losses and other damages which the Bank may suffer on account of such claim, the successful bidder shall indemnify the Bank and keep it indemnified in that behalf to the fullest extent.

11. COVERAGE OF ALL BANKS UNDER THE EPF AND MP ACT 1952:

The successful bidder has to submit attendance, salary, appointment letters etc., of all the outsourced employees for any type of services engaged either through contractors or directly. If engaged through contractors, list of all the contractors engaged for any/all services and whether the said contractors are covered independently under the EPF and MP Act 1952. The agreement of contracts with the contractors, the PF code number of the contractors, if covered, the attendance of the contract employees, the remitted PF challan with the ECR should be submitted

12. TERMINATION FOR INSOLVENCY

If the successful bidder becomes Bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the successful bidder is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the successful bidder takes or suffers any other analogous action in consequence of debt; then the Purchaser may at any time terminate the contract by giving written notice to the Successful bidder.

If the contract is terminated by the Purchaser in terms of this Clause, termination will be without compensation to the successful bidder provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

In case the termination occurs before implementation in all the locations in terms of this clause, the purchaser is entitled to make his claim to the extent of the amount already paid by the purchaser to the successful bidder.



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The Bank, by 90 days written notice sent to the successful bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the successful bidder under the Contract is terminated, and the date upon which such termination becomes effective.

14. TERMINATION FOR DEFAULT:

The Bank, without prejudice to any other remedy for breach of contract, by 30 days written notice of default sent to the Successful bidder, may terminate this Contract in whole or in part:

a) if the Successful bidder fails to deliver any or all of the deliverables within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or

b) if the successful bidder fails to perform any other obligation(s) under the Contract

c) If the Successful bidder, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Successful bidder shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the successful bidder shall continue performance of the Contract to the extent not terminated.

15. FORCE MAJEURE

The Successful bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the Successful bidder and not involving the Successful bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

16. SETTLEMENT OF DISPUTES:

1. If any dispute or difference of any kind whatsoever shall arise between the Bank and the successful bidder in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.

2. If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the Bank or the successful bidder may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to



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the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration subject to Settlement of Disputes, Para-XII, Clause-5 hereinafter mentioned. Arbitration may be commenced prior to or after delivery of the goods under the contract.

Arbitration proceedings shall be conducted in accordance with the following rules of procedure.

The dispute resolution mechanism to be applied shall be as follows:

- a) In case of dispute or difference arising between the Bank and a domestic Successful bidder relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Bank and the Successful bidder; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, which appointment shall be final and binding on the parties.
- b) If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association, both in cases of the Successful bidder and the Bank, shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.
- c) Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

4. Notwithstanding any reference to arbitration herein,

- a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- b) The Bank shall pay the successful bidder any monies due to the successful bidder

5. Submitting to arbitration may be considered as an additional remedy and it does not preclude the parties seek redressal/ other legal recourse.

17. JURISDICTION:

Any dispute arising out of this order will be under the jurisdiction of Courts of law in Chennai



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Any notice, request or consent made pursuant to this contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, courier or facsimile to such party at the address specified above. A notice shall be effective when delivered or on the notice's effective date.

19. CONFIDENTIALITY

The Company and its employees either during the term or after the expiration of this contract shall not disclose any proprietary or confidential information relating to the project, the services, this contract, or the business or operations without the prior written consent of the Bank.

20. IT ACT 2000

The Licenses provided as per this tender should comply with the requirements under Information Technology Act 2000 and subsequent amendments and related Government/Reserve Bank India guidelines issued from time to time.

21. LIMITATION OF LIABILITY

Supplier's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for

a. IP Infringement indemnity.

b. Bodily injury (including Death) and damage to real property and tangible property caused by supplier's negligence. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase order placed by bank on the supplier that gave rise to claim, under this tender.

22. EXIT REQUIREMENTS

In the event of Agreement comes to end on account of termination or by the expiry of the term / renewed term of the Agreement or otherwise, the Successful bidder shall render all reasonable assistance and help to the Bank and to any new vendor engaged by the Bank, for the smooth switch over and continuity of the Services. Self-Declaration to this effect should be submitted along with the bid.

23. TAXES AND DUTIES:

The successful bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India.

24. COMPLIANCE WITH IS SECURITY POLICY:

The successful bidder shall have to comply with Bank's IT/IS/Cyber Security Policy in key concern areas relevant to the RFP, details of which will be shared with the finally selected Bidder.

25. SUBCONTRACTING:

The supplier will not subcontract or delegate or permit anyone other than the suppliers' personnel to perform any of the work, service or other performance required of the supplier under this agreement without the prior written consent of the Bank.



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(a) ACCEPTANCE OF PURCHASE ORDER: Purchase Order (PO) should be accepted by the Successful Bidder within one week or such extended time in writing as may be permitted by the Bank at its discretion from the date of PO.

(b) SIGNING OF CONTRACT: Within 15 (fifteen) days of acceptance of Purchase Order, the successful Bidder shall sign and date the Contract, Non-Disclosure Agreement (NDA) and Service Level Agreement (SLA) and return it to the Bank. Individual Non-disclosure Agreement by onsite resources shall also be obtained and submitted to the Bank.

Background check conducted, KYC details for resources provided for the project to be submitted to the Bank.



SECTION IV**SCOPE OF WORK AND EXPERIENCES& TASK TO BE PERFORMED****I. SCOPE OF WORK:-****Successful bidder Responsibilities:****1. Set-up and Operationalization of Testing Center of Excellence (TCoE) in Build and co-operate along with Bank:**

- To Setup **TCoE** for Functional, Non-functional, Digital Quality Assurance Management processes.
- Key characteristics of a TCoE are the combination of Process, People and Technology to deliver operational efficiency and addressing business needs as given below with highly efficient testing services:
 - * Dynamic business operations
 - * Complex software systems
 - * Multiple products or services
 - * Frequent enhancements
 - * Need for reducing time to market
 - * Common approach, methodology and deliverables
 - * Ability to support frequent releases
 - * Centralized tasks, skills and functions
 - * Clearly established goal
 - * Well defined processes
 - * Governance mechanism
 - * Multi-disciplined skill set
 - * Common tools and technology
- Core Banking and Interface applications (Internet Banking, Mobile banking, ATM& Cards, In-house applications) to be part of TCoE which will include Enterprise applications, Channels and Interfaces with a TCoE Team of 5 to 10.
- Managed Software Testing (MST) Tools with required licenses for usage in Indian Bank premises to be supplied by the Service Provider.
- Setup Best Practices TCoE Framework for entire Testing Life Cycle Coverage.
- Assessment - Assess the Current State of Testing Practices and suggest the best practices to establish the TCoE.
- Define **TCoE Team Structure** and align with existing stakeholders (IT, Business Product & Operations Teams, Application Vendors, IT Infrastructure teams etc.)
- Quality Improvements & Cycle time reductions - Define and Track Measurable Testing Metrics (Metrics Driven Delivery), RACI (Responsible, Accountable, Consulted and Informed)



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- Define Key Responsibility Areas (KRA) & Key Performance Indicators (KPI) and measure the same.
- Establish TCoE Governance, QA Reviews & Effective Communication model.
- Design TCOE, Testing Standard Operating Procedures (SOP) and Working Model.

2. Testing will be carried out through a set of planned phases.

- The focus will be on comprehensive testing of functionalities and modules as per the test scope defined during Test strategy.
- Functional and given scenarios will be executed to ensure correctness of the module under testing.
- Screen shots of executed test cases in the condition flow, which have passed/failed has to be recorded in the Pass log template in the Managed Software Testing Tool.
- Defect/observation has to be recorded with screen shots in the defect log template as an evidence of testing been done.
- Post defect fix, the defects will be retested on receipt of fixes till closure
- Daily checks at end of testing to be done to ensure that all testing activities as planned have been carried out.

a. Functional Testing: Following are the different types of testing that would be performed as part of functional testing. The list below is illustrative not exhaustive :-

- End to End testing scenario
 - Functional Testing (Black Box testing)
 - Regression Testing
 - Business Workflow testing
 - Compatibility testing
 - Negative testing
 - Usability testing
 - User profile testing
 - Static testing
 - Automation Testing
- Providing Testing services and carrying out Integrated and Managed Quality Assurance Services (IMQAS) for Core Banking, Alternate Channels and other banking applications currently rolled out or to be rolled in future with objectives such as quality improvement, cost efficiency and reduce financial, operational and reputational risks by providing error free promotions.
 - Selected Service provider should be proficient in all types of testing and should have experts in their team to deal with various testing methodologies like Agile testing and Dev-Ops Testing in addition to the traditional Waterfall method.



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- Selected Service Provider would be required to carry out the Regression Testing through Automated route. A thorough/complete Regression testing of functionalities in an automated environment through Automated Regression Test Pack (ARTP) is required.
- This regression testing has to be carried out for CBS and other applications (Net-banking, Mobile Banking, ATM& Cards, In-house applications etc.) through automated route.

c. Integration testing:

Modules underwent changes needs to be integrated logically and tested as a group, Focusing on checking data communication amongst these modules. Testing should be done by joining two or more modules that are logically related. Then the other related modules are added and tested for the proper functioning. The process continues until all of the modules are joined and tested successfully

d. Performance Testing :

1. Selected Service Provider is responsible for Providing Performance Assurance services for Core Banking, Alternate Channels to cover load, performance, speed, effectiveness of the system, network software, response time at which the system functions.
2. The selected Service Providers should have expertise in providing the following type of testing :-
 - i. Identify performance hotspots during functional testing
 - ii. Run tests to identify issues across range of real mobile devices
 - iii. Run load tests across web and mobile applications
3. The vendor is expected to carry out the following services as a part of testing:
 - i. Test Scripting & Script Creation, Enrichment
 - ii. Execute performance tests- Benchmark Test, Scalability/ Load Test, Endurance/ Soak Test, WAN Test, Breakpoint/ Stress Test, Failover
 - iii. Root Cause Analysis:
4. Server-Side Drill Down:
 - i. Log Analysis:
 - ii. DB Level Analysis:
 - iii. Server Profiling:
 - Method level hotspot
 - Call Chain Graph to pinpoint the exact layer at which the response times are being spent
 - iv. Batch Jobs tuning Recommendations
5. CLIENT-SIDE Drill Down {For Mobile Devices Only}:
 - i. Method level Hotspot
 - ii. Device Level issues
 - iii. End to End Response Time & Response Time Breakup
 - iv. Hardware Utilization of device



Performance Testing Framework:

Type of Service	Activities / Phases	Description	Deliverables
Performance Testing	Discovery	- Get walkthrough of application to identify test scenarios - Understand test data requirements	- Identify Scenarios and Prepare Workload Document - Data dependency is identified - Prepare Performance Test Plan
		- Create test plan & define test approach - Define SLA's/performance Acceptance criteria	- Create Detailed test Plan - Identify types of tests to be performed - Define clear SLA/performance acceptance criteria
	Development / Scripting	- Create scripts for test scenarios	- All scripts for test scenarios have been created & ready to be included in test
	Test Execution and Analysis	- Execute appropriate performance tests - Analyze and share test report & findings	- Application performance meets SLA's
	Reporting	- Share daily & weekly status reports	- Daily and weekly reports

e. Migration Testing:

When application server or Database or OS is migrated, vendor is expected to anticipate and rule out, all the possible glitches/hindrances that might occur during the actual migration of the live system.

- Ensure compatibility of the new/upgraded application with all possible hardware and software that the legacy application supports. Also, new compatibility should be tested for new hardware, software platform as well.
- Ensure all the existing functionalities works as in the legacy application. There should be no change in the way how the application works when compared to the legacy one.
- The possibility of a large number of defects due to migration is very high. Many of the defects will usually be related to data and hence these defects need to be identified & fixed during testing.

Ensure whether the System response time of the new/upgraded application is the same or less than what it takes to the legacy application.

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- Ensure if the connection between servers, hardware, software etc., is all intact and do not break while testing. Data flow between different components should not break under any condition.

3. Following best practices to be followed by the service provider:**Test Strategy:** Test strategy to be prepared in detail by the service provider.**Test Case Designing:** Designing of test cases based on Business Requirement document/Functional specification document/Solution document.**Test Initiation & Planning:** Comprehensive testing of functionalities and modules as per the test scope defined during strategy. Screen shots of executed test cases in the condition flow with description, which have passed/failed to be recorded as logs and to be kept for record.**Test Execution:** Test Cases to be executed and after logging execution downtime.**Defect Management:** Unique ID, person reporting the defect, date, severity category, description (the actions to reproduce the defect, expected and observed result) and defect status, have to be recorded. A detailed project dashboard of test progress to be defined, to monitor the progress of the project and control thereof.**Reporting:** Reporting to provide data and/or measurements that can be used for current and future improvements of the test process.**Test process management:** At the start of the test project a test plan – Statement of Work (SOW) to be created. The test plan should include the test assignment, test scope, test planning, roles and responsibilities. The test plan has to be approved by Bank. Each test activity to be monitored and when necessary, adjustments to be initiated. Test process management will be evaluated regularly by Bank.

Selected Service Provider (SP) shall be required to independently arrive at Testing Methodology, based on industry acceptable standards and best practices, suitable for Bank taking into consideration the resources and equipment requirements for the same.

Selected Service Provider (SP) shall be required to undertake all testing tasks, render requisite services and make resources available as may be required for the successful completion of the entire assignment. The application with all the associated components as in the illustrative list of Services to be covered under the scope of the Testing Services are mentioned below. Based on the requirement, testing of multiple applications has to be undertaken in parallel. The team involved in testing has to be proficient in multitasking as they will have to handle more than one projects at a time. However, Bank reserves the right to change the priority order and may assign required applications for testing as decided during service delivery.

Selected **Service Provider (SP)** should be required to take up 'Interface Testing' such as (CBS, Mobile Banking, ATM & Cards, Loans, Alerts etc.)

An illustrative list of services to be provided are as under:

- a) Setting up Software Testing Process.
- b) Development of suitable testing methodology/ testing strategy document.



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- c) Designing of test cases based on Business Requirement document/Functional specification document/Solution document and getting approved by the Bank.
- d) Maintenance of test calendars.
- e) Designing detailed test scripts.
- f) Testing has to be carried out on an environment provided by the Bank and at different physical locations of the Bank as per the requirement.
- g) Recording & compilation of test results against the test cases planned.
- h) Maintain a track of defects, bugs and customize requests and their resolution.
- i) Explaining the errors, defects, test cases, to different teams on request.
- j) Re-testing of the defects after rectification.
- k) Maintain testing documentation as per best accepted practices.
- l) Handing over test documentation to the Bank.

4. Specific activities for Mobile Application:

Type of Service	Areas	Description
Customer Experience Testing for mobile apps	Mobile OS Coverage	Android, iOS
	Network Coverage	2G,3G, 4G, WiFi, Future generations (5G)
	IP Coverage	IPv4, IPv6
	Test Deliverables	• Response time Drilldown: Identify bottlenecks and get recommendations to fix them ○ Response Time Break Up (Client/ Network/ Server) ○ Time consuming objects ○ Optimization Recommendations to tune • Hardware usage: Provide insights into hardware utilization for devices by the application ○ CPU ○ Memory ○ Battery • Crash Analysis: Provide crashes with stack trace

5. The following best practices has to be followed by the Service Provider in testing:-

Test Strategy	Test strategy to be prepared in detail.
Test Initiation & Planning	Understanding the detailed functional scope based on the business/ domain focus on the documents received
	Identify the impacted areas for regression testing



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	Post receipt of responses for the clarification , preparation of test wares covering all test types, business scenarios, business workflow, boundary value, Negative, user profiles etc
	Establish traceability for test coverage which ensures 100% business requirement coverage and also identify the failing requirements.
	Extensive review of quality and coverage by the domain experts of Service Provider.
	A detailed Run plan on the different batch runs scheduled for testing, logical system dates, calendar dates and the activities planned to be ensured.
	Sign off from application owner for the delivered test wares.
	Daily/Regular defect report is published to all the stakeholders involved in the project
	Comprehensive testing of functionalities and modules as per the test scope defined during strategy.
	Screen shots of executed test cases in the condition flow with description, which have passed/failed to be recorded as logs and to be kept for record.
Test Execution	Testing Team will log issues and test execution downtime separately for resolution and appropriate action.
	Backups of folders to be taken on a defined frequency with appropriate labels
	Unique ID, person reporting the defect, date, severity category, description (the actions to reproduce the defect, expected and observed result) and defect status, have to be recorded.
Defect Management	All necessary inputs for the metrics to be recorded uniformly and the defined metrics to be systematically stored.
	A detailed project dashboard of test progress to be defined, to monitor the progress of the project and control thereof (Pass log, Defect Log, Master Sheet etc.). The dashboard should also be able to reflect the pendency position at any point of time.
Metrics	Detailed dashboards and summary reports to be published in Managed Software Testing Tool (MST).
Reporting	Reporting should contain trends and recommendations concerning test process progress.
	Reporting to provide data and/or measurements that can be used for current and future improvements of the test process for TCoE
Test process management	At the start of the test project a test plan – Statement of Work (SOW) to be created. The test plan should include the test assignment, test scope, test planning, roles and responsibilities
	The test plan has to be approved by Bank.
	Each test activity to be monitored and when necessary, adjustments to be initiated.
	Test process management will be evaluated regularly by Bank.



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- i. One Page" test status dashboard on daily basis showing:
 - a. The number of test scripts that have been developed in the preceding day and cumulatively by Application
 - b. The number of tests and description that have been completed in the preceding day and cumulatively by type by application (e.g. smoke, scalability);
 - c. Whether test run has passed or failed;
- ii. Send Daily Weekly Status report to Bank detailing the current status, progress against test plans, open issues and next steps to be followed
- iii. Escalate issues as required to Bank in-case of any delay in the project schedules
- iv. Validate and verify the functional readiness of the application elements to meet expected Service Levels
- v. Transaction Traversal document
- vi. Each Test Reports should highlight Transaction Response Time for each step, Average response time, Throughput Measured, Graphical representation of all possible parameters like server throughput, page response, request time out etc.

7. Bidders should have the following:

- Reusable Test Repository
- Experienced resources with TCS B@NCS experience.
- Bidder should have single Platform Solution driving
 - ✓ Which is capable to handle all testing types like API, Functional, Performance Testing and different test execution tools
 - ✓ Easy to use tools where scripting can be done by even less skilled person technically
 - ✓ Futuristic to Integrate with DevOps, AI / ML technologies
 - ✓ Unified Dashboard
 - ✓ Vendor working on both pre-prod and post-prod side
 - ✓ Domain centric solution



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II. MANPOWER, EXPERIENCES & TASK TO BE PERFORMED:
1. SOFTWARE TESTING TEAM REQUIREMENT:

S. No.	Particulars	No. of Resources
1.	Project Manager	1
2.	Test Engineer	3
3.	Performance/Automation Test Engineer	2
4.	Automation Architect and Analyst	1
5.	Test Lead	1

It is proposed to engage a team with above composition initially and depending on requirement additional resources will be deployed and payment will be made accordingly.

2. EXPERIENCE AND EDUCATIONAL QUALIFICATION:

Manpower	Experience	Task	Educational Qualification
Project Manager	5+ Years of experience as a Project Manager	- Will be responsible for the overall delivery of the project. - Should be a single point of contact for the Bank and act as a primary interface to the Bank for all matters that can affect the baseline, & schedule. - Implementation of the Testing process as defined & identified in the RFP document. - Maintain all project related communications through BANKSPOC. - Provide escalation to Vendor's senior management if required. - Conduct regularly scheduled project status meetings. - Review and administer the Project Change Control Procedure with the Bank SPOC. - Identify and resolve problems and issues together with Bank SPOC. - Responsible for preparation and delivery of all periodic reports/ documents relating to the projects being delivered.	Should have passed B.E./B. TECH in any stream OR MSc(IT)/MCA from any recognized College/University duly approved by AICTE AND SHOULD HAVE passed PMP CERTIFICATION or its Equivalent
Test Engineer	2+ Years' Experience as Test Engineer	- Execution of Tests as per test cases. - Logging of test execution results - Assisting in Defect classification and Reporting.	Should have passed B.E./B. TECH in any stream OR



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	3+ Years' Experience as Test Engineer for B.Sc.(IT)/BCA Graduates.	• Creation of unit level and functional level testcases. • Provision of data required for preparation of status reports. • Good understanding of Automation test tool QTP and any other open source tool • Update the daily activities in Daily Status Report Ensuring that the correct status of the testing for the day is communicated to the Sr. Test Engineer.	MCA/M.Sc.(IT) / [B.Sc. (IT)/BCA + 2 years similar work experience after passing the degree] from any recognized College/University duly approved by AICTE. AND Should have passed ITSQB Foundation Level or its equivalent.
Performance/ Sr. Automation Test Engineer	3+ Yrs. of experience in Automation testing	• Codes or scripts the test scripts using Test Automation tools • Creates necessary function and class library for the Test Automation framework • Debugs and Executes the test scripts in the Test Environment. • Execution of Tests as per test cases • Analyze execution result • Logging of test execution results • In the case of Performance Testers, publish the finding of the test to client. • Should be able to write and execute SQL scripts for data level validations. • Update the daily activities in Daily Status Report and "PMO tool" at end of the day. • Ensuring that the correct status of the testing for the day is communicated to the QA Manager.	Should have passed B.E./B. TECH in any stream OR MCA OR M.Sc.(IT) OR from any recognized College/University duly approved by AICTE. AND Should have passed ITSQB Foundation Level or its equivalent.
Automation Architect and Analyst	4+ Yrs. of Experience as Automation test engineer	• Develop and Evolve the automation framework • Should be an expert in VB/JavaScript • Develop Scripting standards • Should understand PL/SQL • Review current scripts • Evaluate various open source automation tool. • Evaluate plugins with other tools which would enhance productivity. • Develop interface with other test tools. • Update the daily activities in Daily Status Report and "PMO tool" at end of the day.	Should have passed B.E./B. TECH in any stream OR MCA OR M.Sc.(IT) OR from any recognized College/University duly approved by AICTE. AND Should have passed ITSQB Foundation Level or its equivalent.

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Test Lead	3+ Yrs. of Experience as a Test lead	- Should be CSQA or any other recognized QACertified. - Effort estimation ForPreparing Proposals. - Understand the Application and Allocation of work andResponsibility - Review the ModulePresentation - Review the Clarificationdocument. - Prepare Test Strategy Document and get sign off - Project Co-ordination/Monitor Test Execution. - Review Business Scenarios and High-level testconditions - Prepare Defect AnalysisReport - Prepare Status reports and MISreports. - Prepare Test ClosureReport - Update the daily activities In Daily Status Report and "PMO tool" at the end of theday. - Ensuring that the correct status of the testing for the day is communicated to the QAManager - Responsible for Project closure,Debrief and Documentstorage.	Should have passed B.E./B. TECH in any stream OR MCA OR M.Sc.(IT) OR from any recognized College/University duly approved by AICTE. AND Should have passed ITSQB Foundation Level or its equivalent.
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3. LEAVING AND ONBOARDING OF RESOURCES

- Bank has to be informed one month in advance in case any resources stationed onsite/Offsite is moving out afterresignation.
- Placement of new resources has to be made 15 days before the date of the discharge of the resource leaving theOrganization.
- The Person leaving the Organization should do proper handholding to new person joiningin.
- Any resource joining Organization has to fulfil the eligibility norms as stated above.
- The scrutinyofthemembersbeforejoiningandthereafteronreplacements/addition will be done by the Bank and the decision of Bank to onboard the resource will be final and binding on the vendor.

Signature _____ Name _____ Designation _____


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SECTION V

QUALIFICATION CRITERIA

Sr.No.	Eligibility Criteria	Documents to be submitted
1.	The Bidder must be an Indian firm / company/ organization registered under applicable Act in India and should be in operation for minimum 10 years.	Copy of the Bye Laws/Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office.
2.	The Bidder must have an average turnover of minimum Rs. 30crore during last 3 financial year(s) i.e. 2016-17, 2017-18, 2018-19.	Copy of the audited Balance Sheet and / or Certificate of the Chartered Accountant for preceding three years.
3.	Profit Before Tax should be positive in last Three financial years i.e. 2016-17, 2017-18, 2018-19	Copy of the audited balance sheets along with profit and loss statement for corresponding years and / or Certificate of the Chartered Accountant
4.	Bidder should have experience of minimum 5 years in providing the Testing / Quality Assurance Services.	Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report.
5.	Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects. (Start and End Date of the Project to be mentioned)	1. 2. 3.
6.	Certification Requirements (as per scope of the project)	Copy of the Valid Certificate(s) to be provided
7.	Project Management Methodologies	Profile of project Team / previous Assignments of similar nature / Details project plan to be submitted
8.	Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank)	Brief details of litigations, disputes, if any are to be given on Company's letter head.
9.	Bidders should not have been blacklisted for deficiency in service by IBA/RBI/Govt./Public Sector Undertakings during the last three years and the said disability should not be in force.	Self declaration to the same effect to be provided by the Bidder on their letter head.
10.	Minimum 3 reference of the implementation in India should be provided for a similar Deployment and minimum one reference of exact requirement of Indian Bank with	Bidders should specifically mention this on their letterhead.



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	CBS BaNCs.	
11.	The bidder should not be owned or controlled by any Director or employee (or relatives) of the Bank.	Self-declaration letter

The eligibility will be seen based on the above criteria and the Bank has the right to reject responses not meeting the required Qualification criteria. Bids which are not meeting the above criteria will be liable for rejection.

The bidder should enclose proof in support of all eligibility criteria while submitting the bid proposal, failing which, the bid proposal will not be considered for further evaluation. There is no restriction on the number of credentials a bidder can provide, however all credential letters should be appropriately bound, labeled and segregated in the respective areas. Bank reserves the right to relax any of the above stipulations in deserving cases.



SECTION VI**BID FORM AND OTHER FORMATS****TABLE OF CONTENTS**

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Ref: CO:ITD:311/R1:2019-20**Date: 27/08/2019****SECTION – VI****1. BID FORM**

(Bidders are required to furnish the Form of Bid)

Date: _____

To

Indian Bank
Corporate Office,
Technology Management Department
254-260, AvvaiShanmugamSalai,
Royapettah.Chennai 600 014, India.

Sub: Procurement of Managed Testing Services and Setting up of Testing Center of Excellence (TCoE).

Ref: CO:ITD:311/R1:2019-20 dated 27/08/2019.

Having examined the Bidding Documents including Agenda Nos. (Insert numbers), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, install and maintain..... (Description of Goods and Services), in conformity with the said Bidding Documents.

We undertake, if our bid is accepted, to provide services in accordance with the delivery schedule specified in the RFP.

If our bid is accepted, we will obtain the Guarantee of a Bank in a sum equivalent to 10% percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.

We agree to abide by this for the bid validity period specified and it shall remain binding upon us and may be accepted at any time before the expiration of that period. We agree to extend the Bid Validity Period, Bank Guarantee towards Earnest Money Deposit, if required.

Until a formal contract is prepared and executed, this bid, together with your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

We understand that you are not bound to accept the lowest or any bid you may receive.

We confirm that we comply with the qualification criteria of the bidding documents and are submitting proof of the same along with bid.



Ref: CO:ITD:311/R1:2019-20

Date: 27/08/2019

Dated thisday of 2019

.....

Signature

.....

(In the Capacity of)

Duly authorised to sign bid for and on behalf of

(Name & Address of Bidder)

.....

Mobile:

Email



Ref: CO:ITD:311/R1:2019-20**Date: 27/08/2019****2. SELF DECLARATION – BLACKLISTING**

The Assistant General Manager
Information Technology Department
Indian Bank, Corporate Office
254-260 AvvaiShanmugamSalai
Royapettah, Chennai- 600 014, India.

Dear Sir,

Sub: Procurement of Managed Testing Services and Setting up of Testing Center of Excellence (TCoE).

Ref: CO:ITD:311/R1:2019-20 dated 27/08/2019.

We hereby certify that, we have not been blacklisted by any Government Dept / PSU / Banks currently.

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:



Ref: CO:ITD:311/R1:2019-20**Date: 27/08/2019****3. BID SECURITY FORM**

Whereas..... (Hereinafter called "the Bidder") who intends to submit bid for the supply of (name and/or description of the goods) (Hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We..... (Name of Bank) of (Name of Country), having our registered office at (address of Bank) (hereinafter called "the Bank"), are bound unto Indian Bank in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 201 ____.

THE CONDITIONS of this obligation are:

1. If the Bidder

(a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or

(b) does not accept the correction of errors in accordance with the Instructions to Bidders; or

2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:

(a) fails or refuses to execute the Contract Form if required; or

(b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser 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 and including forty five (45) days after the period of the bid validity and any demand in respect thereof should reach the Bank not later than _____.

(Signature of the Authorised Official of Bank)

NOTE: 1.The bidder should ensure that the seal and Code No. of the signatory is put by the banker, before submission of the Bank Guarantee.

2. Bank Guarantee issued by Banks located in India and shall be on a Non-Judicial Stamp Paper of requisite value.



Ref: CO:ITD:311/R1:2019-20**Date: 27/08/2019****4. CONTRACT FORM**

THIS AGREEMENT made theday of.....201 Between Indian Bank, having its Corporate Office at 254-260, AvvaiShanmugamSalai, Royapettah, Chennai 600 014 (hereinafter "the Purchaser") of the one part and (Name of Supplier) having its Registered Office at (City and Country of Supplier) (hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser invited bids vide RFP No. CO:ITD:311/R1:2019-20 dated 27/08/2019 for Procurement of Managed Testing Services and Setting up of Testing Center of Excellence (TCoE) and has accepted a bid by the Supplier for the services in the sum for (Contract Price in Words and Figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Bid Form and the Price Schedule submitted by the Bidder;
- (b) the Schedule of Requirements;
- I the Technical Specifications;
- (d) the Conditions of Contract;
- I the Purchaser's Notification of Award.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

S. No.	BRIEF DESCRIPTION OF SERVICES	QUANTITY TO BE SUPPLIED	PRICE

TOTAL VALUE:

Ref: CO:ITD:311/R1:2019-20**Date: 27/08/2019****DELIVERY SCHEDULE:**

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

Signed, Sealed and Delivered by the
said (For Indian Bank)
in the presence of:.....

Signed, Sealed and Delivered by the
said (For the Supplier)
in the presence of:.....



Ref: CO:ITD:311/R1:2019-20**Date: 27/08/2019****5. PERFORMANCE SECURITY FORM**

Bank Guarantee No. _____ Date _____ :

To :

INDIAN BANK, CHENNAI, INDIA.

WHEREAS (Name of Supplier) hereinafter called "the Supplier") has undertaken, in pursuance of Contract No..... dated,.....to supply and maintain (Description of Goods and Services) (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract including Maintenance and Repairs of the entire system including cost of spares during warranty period.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of (Amount of the Guarantee in Words and Figures) 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 limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....201.....

Signature of Authorised Official with Seal

.....

Date.....201..

Address:.....

.....

NOTE:

1. Supplier should ensure that seal and code no of the signatory is put by the bankers, before submission of the bank guarantee.
2. Bank Guarantee issued by Banks located in India and shall be on a Non-Judicial Stamp Paper of requisite value.



Ref: CO:ITD:311/R1:2019-20

Date: 27/08/2019

6. Details of Managed Testing/Quality Assurance Services provided

S. No.	Order placed by	Order No. and Date	Service Start Date	Value of Order (Optional)	Date of completion of assessment		Remarks
	Full address of Purchaser				As per Contract	Actual	



Ref: CO:ITD:311/R1:2019-20**Date: 27/08/2019****7. NON DISCLOSURE AGREEMENT**

THIS AGREEMENT made and entered into aton this the.....day of.....201.. between **INDIAN BANK**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at No.254-260, AvvaiShanmugamSalai, Royapettah, Chennai – 600 014, hereinafter called the "**BANK**" which term shall wherever the context so require includes its successors and assigns

AND

M/s..... Limited a company registered under the Companies Act having its registered office at..... hereinafter called the " " which term shall wherever the context so require includes its successors and assigns, **WITNESSETH:**

WHEREAS

The Bank is interalia engaged in the business of banking and have been procuring computer systems and peripherals for its branches

M/s. Limited has been engaged in the business of supply and installation of computer systems including peripherals

The parties have entered into agreement dated _____ and established business relationship between themselves. In the course of discussions and negotiations, it is anticipated that the parties may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information for the purpose of business relationship.

NOW THEREFORE THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1. Confidential information

Confidential information means all information disclosed/furnished by either party to another party in connection with the business transacted/ to be transacted between the parties. Confidential information shall include any copy, abstract, extract, sample, note or module thereof and electronic material or records.

Receiving party may use the information solely for and in connection with the Purpose.

2. Use of Confidential Information

Each party agrees not to use the other's confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement. Between the Parties hereto.

The receiving party shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to access to and knowledge of the confidential information solely for the purpose authorized



Ref: CO:ITD:311/R1:2019-20**Date: 27/08/2019**

above. The Receiving Party may disclose confidential information to consultants only if the consultant has executed non-disclosure agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these and such consultant should also be liable to the original disclosing party for any unauthorized use or disclosure. The Receiving party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing party's confidential information in violation of the terms of this Agreement.

Neither party shall make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval of the other party.

3.Exemptions

The obligations imposed upon either party herein shall not apply to information, technical data or know how whether or not designated as confidential, that:

Is already known to the Receiving party at the time of the disclosure without an obligation of confidentiality

Is or becomes publicly known through no unauthorized act of the Receiving party

Is rightfully received from a third party without restriction and without breach of this agreement

Is independently developed by the Receiving party without use of the other party's Confidential information and is so documented

Is disclosed without similar restrictions to a third party by the Party owning the confidential information

Is approved for release by written authorization of the disclosing party; or

Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party an made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed used only for the purposes for which the order was issued.

4. Term

This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof.

Notwithstanding the above, the obligations of the receiving party respecting disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.



5. Title and Proprietary rights

Notwithstanding the disclosure of any confidential information by the disclosing party to the receiving party, the disclosing party shall retain title and all intellectual property and proprietary rights in the confidential information. No license under any trademark, patent or copyright or application for same which are or thereafter may be obtained by such party is either granted or implied by the conveying of confidential information.

6 .Return of confidential information

Upon written demand of the disclosing party, the receiving party shall (I) cease using the confidential information (ii) return the confidential information and all copies, abstracts, extracts, samples, note or modules thereof to the disclosing party within seven (7) days after receipt of notice and (iii) upon request of the disclosing party, certify in writing that the receiving party has complied with the obligations set forth in this paragraph.

7. Remedies

The receiving party acknowledges that if the receiving party fails to comply with any of its obligations hereunder, the disclosing party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The receiving party agrees that, in addition to all other remedies provided at law or in equity, the disclosing party shall be entitled to injunctive relief hereunder.

8. Entire agreement

This agreement constitutes the entire agreement between the parties relating to the matter discussed herein and supersedes any and all prior oral discussion and/or written correspondence or agreements between the parties. This agreement may be amended or modified only with the mutual written consent of the parties. Neither this agreement nor any rights, benefits and obligations granted hereunder shall be assignable or otherwise transferable.

9. Severability

If any provision herein becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions and this agreement shall not be affected or impaired.

10. Dispute resolution mechanism

In the event of any controversy or dispute regarding the interpretation of any part of this agreement or any matter connected with, arising out of, or incidental to the arrangement incorporated in this agreement, the matter shall be referred to arbitration and the award passed in such arbitration shall be binding on the parties. The arbitral proceeding shall be governed by the provisions of Arbitration and Reconciliation Act 1996 and the place of arbitration shall be Chennai.

Submitting to arbitration may be considered as an additional remedy and it does not preclude the parties to seek redressal/other legal recourse.



11. Jurisdiction

The parties to this agreement shall submit to the jurisdiction of courts in Chennai.

12. Governing laws

The provisions of this agreement shall be governed by the laws of India.

In witness whereof, the parties hereto have set their hands through their authorised signatories

BANK

.....

M/s.

Ref: CO:ITD:311/R1:2019-20
Date: 27/08/2019
8. PART-II (Price Breakup to be submitted by the Successful Bidder after Online Reverse Auction)

Date:

The Assistant General Manager
 Indian Bank, CO: Information Technology Department
 254-260 AvvaiShanmugamSalai
 Royapettah, Chennai 600 014.

Dear Sir,

Sub: Procurement of Managed Testing Services and Setting up of Testing Center of Excellence (TCoE).

Ref: CO:ITD:311/R1:2019-20 dated 27/08/2019.

Further to online reverse auction conducted on _____, we submit hereunder the price breakup details for Procurement of Managed Testing Services and Setting up of Testing Center of Excellence (TCoE) including Software Testing Tools as per the specifications:

(All prices / amount are in Rs. only)

Sr.No	Type of services/Items	Cost per person/per month (as applicable)	No of units	Total amount in Rs. (BXCX12)	Proportion to Total Cost (in percentage) #
	A	B	C	D	E
1.	Project Manager (Educational Qualifications and experience as mentioned elsewhere in thisdocument)		1		
2.	Test Engineer (Educational Qualifications and experience as mentioned elsewhere in thisdocument)		3		
3.	Performance / Sr. Automation Test		2		
4.	Automation Architect and Analyst (Educational Qualifications and experience as mentioned elsewhere in thisdocument)		1		
5.	Test Lead (Educational Qualifications and experience as mentioned elsewhere in this document)		1		



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Date: 27/08/2019

	Total				
	Grand Total: Total X 36 Months				

- The above grid is indicative and actual resource deployment would depend on requirement of the Bank
- In case of any additional requirement of resources, rates provided in the above table, will be used on pro-rata basis for calculation of cost.
- All costs should be in absolute value in Indian Rupees. Cost should not be expressed in relative terms or in percentages.
- The total cost submitted in the above table against "Grand Total" would be considered for commercial evaluation and arriving at Lowest Quote (L1) bidder.
- The above rate would be valid for a period of three (3) years from the date of signing the contract.

GRAND TOTAL PRICE IN WORDS: _____

Note: Price to include all duties, levies but exclusive of GST.

We submit that we shall abide by the details given above and the conditions given in your above tender.

For
Office Seal
Place:
Date:
Mobile No:
Business Address:
(Authorized Signatory)
Name:
Designation:
Telephone No:


Ref: CO:ITD:311/R1:2019-20
Date: 27/08/2019
3. CHECKLIST for Part – I

S No.	Criteria	Documents
1.	The Bidder must be an Indian firm / company/ organization registered under applicable Act in India and should be in operation for minimum 10 years.	Copy of the Bye Laws/Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office.
2.	The Bidder must have an average turnover of minimum Rs. 30crore during last 3 financial year(s) i.e. 2016-17, 2017-18, 2018-19.	Copy of the audited Balance Sheet and / or Certificate of the Chartered Accountant for preceding three years.
3.	Profit Before Tax should be positive in last Three financial years i.e. 2016-17, 2017-18, 2018-19	Copy of the audited balance sheets along with profit and loss statement for corresponding years and / or Certificate of the Chartered Accountant
4.	Bidder should have experience of minimum 5 years in providing the Testing / Quality Assurance Services.	Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report.
5.	Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects. (Start and End Date of the Project to be mentioned)	1. 2. 3.
6.	Deployment Methodologies	Documents on deployment framework, tool templates & utilities to be provided.
7.	Certification Requirements (as per scope of the project)	Copy of the Valid Certificate(s) to be provided
8.	Project Management Methodologies	Profile of project Team / previous Assignments of similar nature / Details project plan to be submitted
9.	Bidders should not have been blacklisted for deficiency in service by IBA/RBI/Govt./Public Sector Undertakings during the last three years and the said disability should not be in force.	Bidders should specifically confirm on their letter head in this regard.
10.	Minimum 3 reference of the implementation in India should be provided for a similar Deployment and minimum one reference of exact requirement of	Bidders should specifically mention this on their letterhead.



Ref: CO:ITD:311/R1:2019-20**Date: 27/08/2019**

	Indian Bank with CBS BaNCs	
11.	Bid Form	Bid Form signed by the Authorised Official of the Bidder as per format 1 of Section VI.
12.	Technical Compliance	Compliance to be given as per Section IV
13.	Bid Fee	Rs 10000/- in the form of Demand Draft.
14.	Bid Security (Earnest Money Deposit)	Bank Guarantee of Rs.15,00,000/- as per format 3 of Section VI.



