# REQUEST FOR PROPOSAL FOR OUTSOURCING OF IT SERVICES OR IT ENABLED SERVICES FOR RAJE VIKRAMSINH GHATGE CO-OP BANK LTD. KAGAL

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## PART 1: REQUEST FOR PROPOSAL

1.1 This Request for Proposal ("**RFP**") is floated inviting vendors to submit their proposal for appointment as service provider ("**Service Provider**") to provide IT enabled services to Bank that includes development, installation, integration and operationalizing software as required by Banks for establishing payment system ecosystem, application servers, management of IT infrastructure etc. across the Banks' (as mentioned under para 4.1 of this RFP) branches in India for their customers or associated partners.

1.2 The term "**Bank**" in this RFP is to be used for the **Raje Vikramsinh Ghatge Co-Op Bank Ltd. Kagal** issuing this RFP. The selected vendor will have to enter into separate agreement with Bank.

#### 1.3 <u>Contact Person</u>

Contact Person	Shri. Santosh S. Patil,	
	IT Manager	
	it@rajebank.com	

1.4 Bank reserves the right to change the dates, timings mentioned above or elsewhere mentioned in the RFP, which will be communicated by issuing the same as notice on Bank's web-site.

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#### **PART 2: DISCLAIMER**

The information contained in this Request for Proposal (RFP) document or any information provided subsequently for submission of proposal whether verbally or in documentary form by or on behalf of the Bank, is provided on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The purpose of this RFP is to submit a proposal with information. This RFP does not claim to contain all the information Service Provider may require. Service Provider should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

This is not an offer by the Bank but only a submission of proposal by the Bank. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is executed by the duly authorized signatory of the Bank and the Service Provider.

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# PART 3 : ELIGIBILITY CRITERIA

• S. No.	• Criteria	Documents to be submitted
•	• The Service Provider should have a legal structure recognized under the Indian laws.	<ul> <li>Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company or Certificate of incorporation in case Private Limited Company, issued by the Registrar of Companies. In case of LLP, registered LLP deed. Copy of registered partnership deed in case of partnership firm.</li> </ul>
•	• The Service Provider should be the owner or certified/authorized agent or partnerof the IT solutions/ services offered. He should provide support/ maintenance /up- gradation during the period of contract with the Bank.	• If the Service Provider is not the solution/ services owner, letter from the owner authorizing the Service Provider to participate in and undertake to provide necessary maintenance and support during the contract period. If the Service Provider is an authorized agent, Authorization letter to be submitted.
•	• Financial status of Service Provider.	<ul> <li>Audited balance sheet and P&amp;L account for the last financial year.</li> <li>In case of new entity, please share relevant past experience in similar/ related services of key employees involved in providing the services requested under this RFP.</li> </ul>
•	• Net worth of the Service Provider, as on date.	• A certificate by chartered accountant certifying the net worth of the Service Provider is to be submitted.
•	• Existence of IT Infrastructure and skilled/ expert	• Documentary proof to be submitted.

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	employees to provide the relevant services.	
•	• Service Provider should not have been debarred by any Government/Statutory or Regulatory Body/ Banks/ Insurance Company, in the last two years.	<ul> <li>A self-declaration by Service Provider to be provided.</li> </ul>

# PART 4: TERMS AND CONDITIONS OF CONTRACT

## 4.1 Service Location

The Service Provider shall provide the IT services/ IT enabled services to Bank/ its branches/ offices spread across the country, as requested by Bank. The said IT services/ IT enabled services shall include but not limited to:

- Implementation of Digital Banking and open banking framework including development and service
- Providing software and application to support API base banking solution.
- API and Technology Consulting;
- API UAT and Production;
- API Development and Implementation;
- API Development Portal;
- API Management Portal;

# 4.2 Period of Contract

The Service Provider should commit to provide the services detailed in this document for a minimum period of **Five years.** A certificate to this commitment should form part of the proposal. The performance review of service provider will be conducted on annual basis and bank will have rights to terminate the contract if service is not satisfactory.

# 4.3 **RFP** availability

The RFP may be obtained from the Bank or downloaded from Bank's Website <u>www.rajebank.com</u> and the proposal should be submitted on or before the due date as provided by Bank at the address given below:

Head Office Raje Vikramsinh Ghatge Co-Op. Bank Ltd. Kagal Plot No 31, CTS No 2156, Jaysingrao Park , Kagal, Tal. Kagal, Dist. Kollhapur, Maharastra - 416 216.

Service Provider should note that all the information required by the Bank in RFP needs to be provided. Incomplete information may lead to non-acceptance of proposal.

The Service Provider shall bear all costs associated with the preparation and submission of its proposal and the Bank will in no case be responsible or liable for these costs, regardless of the acceptance or rejection of proposal.

# 4.4 Format & Signing of Proposal

Proposal shall be submitted in the following 3 (three) parts:

- a. Part I- Conformity to Eligibility Criteria
- b. Part II- Technical Proposal/services
- c. Part III- Price for Proposal

The three parts should be in three separate covers, each superscribed with the "Conformity to

Eligibility Criteria", "Technical Proposal/services" and "Price for Proposal" as the case may be.

The proposal shall be typed or written in indelible ink and shall be signed by the Service Provider or a person or persons duly authorized to bind the Service Provider to the contract.

The person or persons signing the proposal shall initial all pages of the proposal.

## 4.5 Documents Comprising the Proposal

**Part-I** The envelope containing the "Conformity to Eligibility Criteria" should contain the following:

- a) Point-wise compliance to the requirements as mentioned in Eligibility Criteria under this RFP
- b) All supportive documents evidencing conformity to each eligibility criteria.

Part-II Envelope comprising the Technical Proposal should contain the following:

- a) Offer Letter as per Format 7.1
- b) Conformity to Eligibility Criteria as per Format 7.2
- c) Conformity to Scope of Work as per Format 7.3
- d) Conformity to Technical Specifications as per Format 7.4
- e) Service Provider's organisation details as per Format 7.5 along with enclosures for the information requested therein.
- f) Track Record of past operations as per Format 7.6
- g) Service Support details as per Format 7.7
- h) Non-Disclosure agreement as per Format 7.8
- i) Undertaking letter for Govt. Rules- Daily wages as per Format 7.9
- j) Any other document for the information required as per the terms of RFP.

Any Technical Proposal not containing the above will be rejected. The Technical Proposal should not contain any price information, such proposal will be rejected.

**Part III** – Separate envelope containing a document describing the Price for Proposal for the given scope of work with relevant factors, as required, is to be submitted.

#### 4.6 Contents of Proposal Document

The Proposal Document shall include:

- Part 1 Request for Proposal (RFP)
- Part 2 Disclaimer
- Part 3 Eligibility Criteria
- Part 4 Terms and Conditions of Contract (TCC)
- Part 5 Scope of Work
- Part 6 Technical Infrastructure & Experience
- Part 7 Other Forms and Annexure

The Service Provider is expected to examine all instructions, forms, terms and specifications in the RFP. Failure to furnish all information required or to submit a proposal not substantially responsive to the in every respect will be at the Service Provider's risk and may result in the rejection of the proposal.

# 4.7 Amendment of Proposal Document

At any time prior to the submission of proposal, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Service Provider, may modify the RFP, by amendment.

Notification of amendments will be put up on the Bank's website and will bebinding on Service Provider.

In order to allow prospective Service Provider reasonable time to take the amendment into account in preparing their proposal, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of proposal.

# 4.8 Duties and Taxes

The prices indicated in the Price for Proposal shall be subject to following:

- a) The price offered to the Bank must be in Indian Rupees. The Service Provider shall indicate the applicable taxes i.e., GST separately.
- b) No escalation in price quoted is permitted for any reason whatsoever, unless agreed mutually. Prices quoted must be firm till the completion of the contract including warranty period.
- c) From the date of placing the order till the delivery of the systems or completion of task, if any changes are brought in the taxes by the Government resulting in reduction of the cost of the systems, the benefit arising out of such reduction shall be passed on to the Bank.

Prices quoted by the Service Provider shall be fixed during the period of the contract and shall not be subject to variation on any account, unless agreed mutually, including exchange rate fluctuations, changes in taxes, duties, levies, charges etc. A proposal submitted with an adjustable price quotation will be treated as non-responsive and will be rejected. In case of any new tax on the services rendered by the Service Provider being introduced subsequently, the cost will be borne by the Bank.

**Tax deduction at Source:** Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Service Provider. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the contract shall relieve the Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by the Company in respect of this contract.

# 4.9 Sealing & Marking of Proposal

The Service Provider shall seal one envelope each of "Conformity to Eligibility Criteria", "Technical Proposal" and "Price Proposal" and the three envelopes shall be enclosed and sealed in one outer envelope.

If the outer envelope is not sealed and marked, the Bank will assume no responsibility for the proposal's misplacement or premature opening.

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# 4.10 Last Date for Submission of Proposal

Proposal should be received by the Bank at the address specified, not later than the date and time specified by the Bank separately through email.

The Bank may, at its discretion, extend such date for the submission of proposal in writing, in which case, all rights and obligations of the Bank and Service Provider previously subject to the date and time will thereafter be subject to the deadline as extended.

## 4.11 Preliminary Examination

The Bank will examine the Service Provider's proposal to determine whether it is complete, required formats have been furnished, the documents have been properly signed.

The Bank may, at its discretion, waive any minor infirmity, non-conformity, or irregularity, which does not constitute a material deviation.

The Bank will first examine whether the Service Provider is eligible in terms of Part 3 – Eligibility Criteria.

Prior to technical evaluation, the Bank will determine the responsiveness of the Service Provider. For purposes of these clauses, the Service Provider conforms to all the terms and conditions without material deviations.

## 4.12 Technical Evaluation

The Bank may use the services of external consultants for technical evaluation.

The Bank reserves the right to evaluate the Service Provider on technical & functional parameters including visit to inspect live sites of the Service Provider and witness demos of the system and verify functionalities, response times, etc. The Service Provider will be evaluated inter alia on the basis of the following key criteria:

- a) Compliance with technical specifications and infrastructure claimed by the Service Provider in its Proposal;
- b) Project management capabilities of the Service Provider;
- c) Project management capabilities of the subcontractors, agents and partners of the Service Provider;
- d) Service Provider and its subcontractor's experience / expertise with respect to the scope of work;
- e) Service Provider's support facilities.

Bank will evaluate the technical and functional specification of all the equipment's quoted by the Service Provider.

Bank reserves the right to waive any of the technical and functional specification during technical evaluation if in the Bank's opinion it is found to be minor/deviation or acceptable deviation.

Service Provider may be called to give presentation of their solutions with its capabilities at their

own cost, which will be taken into account for technical evaluation of the Service Provider.

## 4.13 Bank's right to accept and to reject any proposal

Bank reserves the right to accept or reject any proposal/ offer received in part or in full and to cancel the entire process at any stage without assigning any reason whatsoever.

## 4.14 Signing of Contract

At the same time as the Bank notifies the successful Service Provider that its proposal has been accepted, the Bank will send the Service Provider the Contract containing all the terms and conditions including confidentiality, non-disclosure and penalty clauses.

The contract agreement shall be signed by the Service Provider within 21 days from the date of receiving the notification from the Bank along with the copy of contract.

## 4.15 Use of Contract Documents and Information

The Service Provider shall not, without the Bank'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 Bank in connection therewith, to any person other than a person employed by the Service Provider 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.

The Service Provider shall not, without the Bank's prior written consent, make use of any document or information for purposes of performing the contract.

Any document, other than the contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Service Provider's performance under the contract, if so required by the Bank.

The Service Provider shall submit a non-disclosure agreement as per Format 7.8 on non-judicial stamp paper of appropriate value before signing the contract.

#### 4.16 Termination of Contract

The Bank reserves the right to cancel the entire/unexecuted part of contract at any time by providing reasons in the event of one or more of the following conditions:

- a) Non-satisfactory performance of the Service Provider during implementation and operation.
- b) Failure to integrate / implement the project as per the requirements of the Bank.
- c) Serious discrepancies noted in the implementation of the project.
- d) Breaches in the terms and conditions of the contract.
- e) The Service Provider or its contractors are found to be indulging in unfair practices/committing frauds.
- f) The Bank suffers a reputation loss on account of any activity of the Service Provider.
- g) The Service Provider becomes bankrupt / insolvent.

# 4.17 Force Majeure

The Service Provider or the Bank shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the

Company or the bank, i.e. Force Majeure. For the purpose of this clause, "**Force Majeure**" shall mean an event beyond the control of the parties, due to or as a result of or caused by act of God, wars, insurrections, riots, earth quake and fire, revolutions, floods, epidemics, quarantine restrictions, trade embargos, declared general strikes in relevant industries, satellite failure, act of Govt. of India, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation. In the event of any such intervening Force Majeure, either party shall notify the other in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the Bank, the Service Provider shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the event of Force Majeure.

In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of 180 days, the Bank and the Service Provider shall hold consultations with each other in an endeavor to find a solution to the problem.

# 4.18 Applicable Law and Jurisdiction

All matters or disputes arising out this document shall be governed by Indian laws and will be subject to jurisdiction of courts at Kolhapur Maharashtra State.

#### 4.19 Indemnity

Each party shall keep and hold the other party indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities, penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against such party arising out of:

- a) The breach, default or non-performance of undertakings, warranties, covenants or obligations by the party;
- b) Any contravention or non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the party.

Further, each party shall indemnify, protect and save the other party against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements.

All indemnities shall survive notwithstanding expiry or termination of the contract and parties shall continue to be liable under the indemnities.

Each party's aggregate liability shall be subject to an overall limit of the total consideration of the project.

The limit specified above said clause shall not apply to claims made by the party/third parties in case of infringement of intellectual property rights or for claims relating to the loss of damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.

#### 4.20 Compliance with Statutory and Regulatory Provisions

It shall be the sole responsibility of the Service Provider to comply with all statutory and regulatory provisions while delivering the services mentioned in this RFP.

# PART 5: SCOPE OF WORK

The Service Provider shall provide the IT services/ IT enabled services to Bank/ its branches/ offices spread across the country, as requested by Bank. The said IT services/ IT enabled services shall include but not limited to:

- Implementation of Digital Banking and open banking framework including development and service
- Providing software and application to support API base banking solution.
- API and Technology Consulting;
- API UAT and Production;
- API Development and Implementation;
- API Development Portal;
- API Management Portal;

# PART 6: TECHNICAL INFRASTRUCTURE & EXPERIENCE

This will be prepared by the company at the time of submitting the proposal.

## PART 7 - FORMS AND ANNEXURES

#### OFFER LETTER

Format 7.1

Date : .....

To,

Sir / Madam,

Sub: RFP for Outsourcing of IT Services or IT Enabled Services in Raje Vikramsinh Ghatge Co-Op. Bank Ltd. Kagal

#### **Ref: Your RFP dated:**

Having examined the captioned RFP Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide IT services or IT enabled services as third party technology service provider to Raje Vikramsinh Ghatge Co-Op. Bank Ltd. Kagal/ its branches/ offices in conformity with the captioned RFP.

While submitting this proposal, we certify that:

- Prices in this proposal have been arrived without agreement with any other service provider for the purpose of restricting competition.
- The prices in the proposal have not been disclosed and will not be disclosed to any other service provider.
- We have not induced nor attempted to induce any other service provider to submit or not submit a proposal for restricting competition.

We undertake to provide IT solutions as third party technology service provider in accordance with the scope specified in the RFP document and/ or the Contract.

Until a formal contract is prepared and executed, this proposal, together with your written acceptance thereof and your notification, shall constitute a binding contract between us.

We undertake that, in submitting the proposal pursuant to the RFP document, we have strictly observed the laws against fraud and corruption in force in India namely "the Prevention of Corruption Act 1988".

We also certify that we have not been blacklisted by any PSU Bank/IBA/RBI during the last 5 (five) years.

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign proposal for and on behalf of

S	Criteria	Documents to be	Complianc	
No.		submitted	e (Y/N)	
1.	The Service Provider should have a legal structure recognized under the Indian laws.	Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company or Certificate of incorporation in case Private Limited Company, issued by the Registrar of Companies. In case of LLP, registered LLP deed. Copy of registered partnership deed in case of partnership firm.		
2.	The Service Provider should be the owner or certified/authorised agent or partner of the IT solutions/ services offered. He should provide support/ maintenance /up- gradation during the period of contract with the Bank.	If the Service Provider is not the solution/ services owner, letter from the owner authorizing the Service Provider to participate in and undertake to provide necessary maintenance and support during the contract period. If the Service Provider is an authorized agent, Authorisation letter to be submitted.		
3.	Financial status of Service Provider.	Audited Balance Sheet and P&L account for the last financial year. In case of new entity, please share relevant past experience in similar/ related services of key employees involved in providing the services requested under this RFP.		
4.	Net worth of the Service Provider, as on date.	A certificate by Chartered Accountant certifying the net worth of the Service Provider is to be submitted.		

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5.	Existence of IT Infrastructure and skilled/ expert employees to provide the relevant services.	Documentary proof to be submitted.
6.	Service Provider should not have been debarred by any Government/Statutory/Regulatory/ Banks / Insurance Cos, in the last two years	A self-declaration by Service Provider to be provided.

Place: Date:

Signature:

# **CONFORMITY TO SCOPE OF WORK**

# To be modified as per the commercial agreement between the Parties.

S.No.	Scope of Work	Compliance (Y/N)
1	The selected Service Provider should provide Implementation of Digital Banking and open banking framework including development and service	
2	The selected Service Provider should provide Providing software and application to support API base banking solution.	
3	The selected Service Provider should provide API and Technology Consulting.	
4	The selected Service Provider should provide API UAT and Production.	
5	The selected Service Provider should provide API Development and Implementation;	
6	The selected Service Provider should provide API Development Portal.	
7	The selected Service Provider should provide API Management Portal.	

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# Format 7.4 <u>CONFORMITY TO TECHNICAL SPECIFICATIONS</u>

To be modified as per the commercial agreement.

# **SERVICE PROVIDER DETAILS**

Details filled in this form must be accompanied by sufficient documentary evidence, in order to facilitate the Bank to verify the correctness of the information.

S. No.	Item	Details
1. Gene	ral Details	
1.1	Name of Service Provider	
1.2	Postal Address	
1.3	Telephone, mobile, Website address and Fax numbers	
1.4	Constitution of the Service Provider	
1.5	Nature of activity	
1.6	Details of ownership	
1.7	Holding company or parent company	
1.8	Key persons with contact details	
1.9	Name and designation of the person authorized to make commitments to the Bank	
1.10	Email Address	
1.11	Date of Incorporation in India, commencement of Business & Years in the line of Business	Enclose Copy of Certificateof Incorporation
1.12	Sales Tax/VAT/ GST Number	Enclose Sales Tax / VAT/ GST registration copy
1.13	Income Tax Number	Enclose Company's PAN Card copy and the latest Income-tax Clearance letter
1.14	No. of employees on roll who are familiar withoffering IT Solutions/ services	
1.15	Brief description of facilities of the organization for undertaking the services	
2. Fina	ncial Details	
2.1	Net Worth of Service Provider	A certificate by Chartered Accountant certifying the net worth of the Service Provider is to be submitted.
2.2	Financial status of Service Provider.	Audited Balance Sheet and P&L account for the last financial year. In case of new entity, please share relevant past experience in similar/ related services of key employees involved in providing the services

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1.0		requested under this RFP.
3. Op	erational Details	
3.1	Names of the banks /institutions to whom the Service Provider act as third party technology service provider and details of such services provided in past.	Enclose reference letters from the past service recipient concerned with details of no. of years the service is provided by the Service Provider and nature of the service provided.
3.2	Number of Service centers: No. of owned support centers If not owned, what are the arrangements for providing support	
3.3	Whether blacklisted for deficiency in services by any Public Sector Bank/GOI/Statutory or regulatory Authorities/insurance companies/PSUs in the past and if so, the year:	

# TRACK RECORD OF PAST OPERATIONS

Service Offered	S1.	Name of the Client	No of Technical Services serviced	Period of service (in years)		Contact person of the Client with Name, Tel. No., Fax No., Address
				From	То	
Technical Services	1					
Provided	2					
	3					
Site Implementation	1					
Services	2					
	3					

Name of the Service Provider\_\_\_\_\_

# SERVICE SUPPORT DETAILS

Telephone, Fax, E- Mail	a a	
· · · · · · · · · · · · · · · · · · ·	Software Engineers	Franchisee/
and Contact Details of	capable of supporting the	Support Centres
Support Personnel	Solution being offered	

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## NON-DISCLOSURE AGREEMENT

WHEREAS, we,\_\_\_\_\_\_\_, having Registered Office at \_\_\_\_\_\_\_, hereinafter referred to as the SERVICE PROVIDER, are agreeable to execute IT services/ IT enabled services to **Raje Vikramsinh Ghatge Co-Op. Bank Ltd Kagal** having its registered office ....., hereinafter referred to as the BANK and,

WHEREAS, the SERVICE PROVIDER understands that the information regarding the Bank's technical solution in their Request for Proposal is confidential and/or proprietary to the BANK, and

WHEREAS, the SERVICE PROVIDER understands that in the course of submission of the offer for the said IT services/ IT enabled services and/or in the aftermath thereof, it may be necessary that the SERVICE PROVIDER may perform certain jobs/duties on the Bank's properties and/or have access to certain plans, documents, approvals or information of the BANK;

NOW THEREFORE, in consideration of the foregoing, the SERVICE PROVIDER agrees to all of the following conditions, in order to induce the BANK to grant the SERVICE PROVIDER specific access to the BANK's property/information:

The SERVICE PROVIDER will not publish or disclose to others, nor, use in any services that the SERVICE PROVIDER performs for others, any confidential or proprietary information belonging to the BANK, unless the SERVICE PROVIDER has first obtained the BANK's written authorisation to do so;

The SERVICE PROVIDER agrees that notes, specifications, designs, memoranda and other data shared by the BANK or, prepared or produced by the SERVICE PROVIDER for the purpose of submitting the offer to the BANK for the said IT services/ IT enabled, will not be disclosed to during or subsequent to submission of the offer to the BANK, to anyone outside the BANK

The SERVICE PROVIDER shall not, without the BANK's written consent, disclose the contents of this Request for Proposal or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BANK in connection therewith, to any person(s) other than those employed/engaged by the SERVICE PROVIDER for the purpose of submitting the offer to the BANK and/or for the performance of the contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Authorised Signatory: Name: Designation: Office Seal:

# <u>CONFIRMATION TO GOVERNMENT RULES RELATING TO MINIMUM</u> <u>WAGES</u>

То

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Sir/Ma'am,

#### Sub: RFP for providing IT Services/ IT enabled service to Raje Vikramsinh Ghatge Co-Op. Bank Ltd. Kagal <u>Ref: Your RFP dated:</u>

In this regards we confirm that the employees engaged by us i.e. as a Service Provider, to carry-out the services to Bank for the above said contract are paid minimum wages/ salaries as stipulated in the Government (Central /State) Minimum wages/Salaries Act in force. We also indemnify the Bank against any action/losses/damages that arise due to action initiated by Commissioner of Labour for non-compliance to the above criteria.

We further authorize the Bank to deduct from the amount payable to us under the contract or any other contract of us with the Bank if Labour Commission imposes a penalty towards non-compliance to the "Minimum Wages / Salary stipulated by Government in the Act" by us.

(Signature) (in the capacity of) Duly authorized to sign proposal for and on behalf of\_\_\_\_\_\_