KOLHAPUR DISTRICT CENTRAL CO-OPERATIVE BANK LTD., KOLHAPUR

INFORMATION TECHNOLOGY DEPARTMENT

HEAD OFFICE: Kolhapur District Central Co-Op. Bank Ltd.,
1092, E Ward, Shahupuri, Kolhapur, Pin – 416001

REQUEST FOR PROPOSAL (RFP)
For
Supply, Implementation and Maintenance of Risk-Based Internal Audit Software and Compliance Management Solution for Kolhapur District Central Co-Operative Bank Ltd.

RFP Ref. No.:- IT/2026-27/003

DATE: 10/09/2026

Disclaimer

The information contained in this RFP document or any information provided subsequently to bidder(s) whether verbally or in documentary form by or on behalf of the Bank is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided. This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the bidder(s) with information to assist the formulation of their proposals. While effort has been made to include all information and requirements of the Bank with respect to the solution requested, this RFP does not claim to include all the information each bidder may require. Each bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever necessary obtain independent advice. The Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. The Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

PARTICULARS	DEADLINE
Project Name	Supply, Implementation and Maintenance of Risk-Based Internal Audit Software and Compliance Management Solution.
RFP Inviting Bank	Kolhapur District Central Co-Operative Bank Ltd.
RFP Reference No:	RFP Ref. No.:- IT/2026-27/003
Availability of RFP documents at our Bank's website for downloading	10-09-2026 From: 11:00 AM To be downloaded from KDCC Bank Website https://kolhapurdccb.bank.in
Tender Fee (non-refundable) by NEFT/RTGS	Rs.15,000/- + Rs.2,700/- (GST) = Rs.17,700/- (Rupees Seventeen Thousand Seven Hundred Only) NEFT/RTGS Details: A/c. no. : 000113032000001, IFSC: IBKL0463KDC, Bank Name: Kolhapur District Central Co-Op Bank Ltd.,
Earnest Money Deposit by NEFT/RTGS	Rs.2,00,000/- (Rupees Two Lakh Only) Kolhapur District Central Co-operative Bank Ltd.' NEFT/RTGS Details: A/c. no. : 000113032000001, IFSC: IBKL0463KDC, Bank Name: Kolhapur District Central Co-Op Bank Ltd., Branch : Head Office
Last date for receiving Prebid queries through e-mail:	19/09/2026 Up to 05: 00 PM, Email: manager.it@kolhapurdccb.bank.in
Last Date, Time and Place of Technical and Commercial Bid Submission	07/10/2026 up to 05:00 PM Address:- Kolhapur District Central Co-Op. Bank Ltd., Head Office 1092, E Ward, Shahupuri, Kolhapur , Pin – 416001
Date and Time of Technical Bid opening	09/10/2026 @11.00 AM
Date and Time of Commercial Bid opening	To be communicated to Eligible and Technical qualified bidders.
Bank email id for RFP related communication	manager.it@kolhapurdccb.bank.in

Communication Address and Contact Number	All communications, of Technical and Commercial Proposal Document Should be Addressed to: Chief Executive Officer, Kolhapur District Central Co-Op. Bank Ltd., Head Office 1092, E Ward, Shahupuri, Kolhapur , Pin – 416001

The above dates are likely to remain unchanged. However, Bidders should check website https://kolhapurdccb.bank.in for any changes/addendums to the above dates and/or any other changes to this RFP. Bidders to confirm with Bank the time & venue one day prior to any of the above scheduled event.

• The bank reserves the right to reject any or all the tenders or call off the entire tender process without providing any specific reason for the same.

• Bidders are required to strictly submit their bids, both technical and eligibility criteria and commercial, in electronic format Softcopy (in DVD/Pen drive/USB HDD) as well as hardcopy shall also be submitted at Banks Head office. Commercial bid must be submitted separately in soft copy (password protected) as well as in separate physical copy in sealed envelope. Bids received after the closing of the bid submission deadline are summarily rejected without sighting any reason. Only those bidders who have submitted the tender fees will be allowed to participate in the tendering.

Contents

1. Introduction

Kolhapur District Central Co-operative Bank Ltd., Kolhapur, (KDCCB) is a District Co-operative bank in Western region of Maharashtra. The bank is having 191 branches and Head Office have entire computerized operation using Core Banking Solution. KDCC Bank (herein after called the "Bank") desires to procure Risk-based Internal Audit Software and Compliance Management Solution (herein after called the "RBIAS" or "Solution") for the Bank from potential shortlisted solution providers (herein after called the "Bidder"). The RBIAS will be a comprehensive package to facilitate Internal Audit and Off-Site Monitoring functions of the Bank. The Bank solicits the services of Solution providers who have the necessary experience, capability & expertise to provide a solution for Risk-based Internal Audit Management, Off Site Monitoring, other types of audit: Remote/Desk-site Audit, Risk-Based Review Audit, Surprise Audit, Quality Audit, Review of a specific theme or risk area across multiple units, KYC Audit, Outsourced Services, Vendors Audit, Office Account Audit and Compliance management etc. Adhering to Bank's requirements outlined in this RFP. Further details regarding scope of work, timelines and other terms and conditions are given in the following sections of this document.

This tender is meant for the exclusive purpose of bidding as per the terms and conditions and scope of work indicated in the RFP. It shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.

2. Background

Kolhapur District Central Co-operative Bank (KDCCB), Kolhapur, having its registered office at 1092, E Ward, Shahupuri, Kolhapur – 416001, is one of the leading District Central Cooperative Bank in Maharashtra and is having 191 branches across Kolhapur district. All the branches have computerized operations using Core Banking Solution to meet the present and future needs of the Bank.

The Bank hereby invites bids from qualified and prospective bidders to participate in a competitive tendering process for the Supply, Implementation and Maintenance of Risk-Based Internal Audit Management and Compliance Management Solution.

Present Status :

- Bank has 100% of its branches on Core Banking Solution. The core infrastructure for the existing CBS application of Kolhapur District Central Cooperative Bank is hosted at the Bank's Tier-III DC (Mumbai) and Tier-III DRC (Bengaluru, Karnataka) managed by Service provider.
- Bank has implemented, or is currently in the process of implementing, a range of customer-centric and strategic solutions, which include the following:
    - Core Banking Solution
    - Anti-Money Laundering solution
    - Payment systems like NEFT, RTGS, CTS etc.
    - Alternate delivery channels like ATM, Mobile Banking, IMPS, UPI, Micro-ATM, QR Code, AEPS
    - Mail Messaging system

The Bidder shall provide Solution with Machine Learning & Artificial Intelligence and Data Analytical tools/ applications for off-site monitoring. Internal and External Audit data which is currently maintained manually or in the form of spread sheets is currently being operationalized and the historical data would be shifted/ migrated/ integrated with RBIAS. The Bidder shall be responsible for the sizing of hardware and software for the proposed Solution. ensuring seamless operation and compliance with the requirements of this RFP. RBIAS would primarily handle the requirements of the stakeholders / corresponding department as mentioned below but not limited to:

- Concurrent Audit (CA)
- Statutory Audit (SA)
- Tax Audit
- Information Systems Audit/ Technology Audit (through CERT-In empaneled outsourced vendor)
- Vulnerability Assessment and Penetration Testing (VAPT)
- Risk Based Internal Audit (RBIA) of Branch and Departments of HO.
- Management of Head Office Vertical/Department like Risk, Compliance, Finance, Treasury, Shares, Sales, HR, Administration, Procurement, IT, Information Security and CPC etc.
- Independent validation of Control Self-Assessment Audit (CSAA) of various products, processes and Services.
- Special Audit of Fraud Related Cases.
- Ongoing off-site monitoring of entire database.
- Office account monitoring.
- KYC Audit.
- Audit of outsourced activities etc.

Any type of Audit regulated by authorities :- RBI/ NABARD/ ITS /any statutory and regulatory Body / bank policy.

3. Scope of Work

Risk-Based Internal Audit Software and Compliance Management Solution would cater to the requirements of primarily Internal Audit Department of the Bank, Field Audit & Management Audit and Compliance management. The scope of RBIAS and compliance management should cover the areas mentioned further. Currently, the Audit Departments under the purview of Internal Audit Department consist of Head Office Departments (HODs), Divisional Offices (DOs) and branches connected to them. The Solution would be an online web-based application with a centralized database and would be browser independent (preferably). The Solution shall include AI, ML and Data Analytics functionalities with a dynamic dashboard. RBIAS will have an offline functioning capability and an automated workflow across all processes covering the entire field & management audit & off-site monitoring universe of the Bank. Development and Implementation of Risk-Based Internal Audit Software. The implementation of the Audit Management System includes integration/ interfacing with

Bank's other existing suite of application packages/ existing/ proposed systems. The Risk-Based Internal Audit Software and Compliance Management Solution project aims to provide a single, integrated platform that seamlessly connects internal audit, compliance management, off-site monitoring and interactions with regulatory and statutory bodies. This will enable efficient information sharing, effective risk monitoring, timely regulatory reporting and improved compliance with applicable laws, regulations and organizational policies through a centralized system.

The system should be flexible & configurable to the user requirements dynamically. It should also enable us to achieve the objective of paperless office environment:

3.1 General Requirements:

1. Risk Identification & Assessment: Tools often include risk registers and heat maps to visually prioritize risks based on impact and likelihood.
2. Audit Planning & Execution: Enables audit planning to be guided by data analytics, targeting areas with the highest risk profiles.
3. Continuous Monitoring: Offers real-time dashboards and analytics to detect anomalies, which is crucial for modern compliance.
4. Automation: Reduces manual work in tracking audit tasks, findings and recommendations.
5. Documentation & Reporting: Maintains a centralized repository for documentation, ensuring audit trials and facilitating reporting.
6. Features of Audit and Compliance Management Solution: The expected features from the Audit and Compliance Management are listed in the Annexure 2- Functional and Technical Requirements.
7. The bidder shall specify requirements of infrastructure to implement the proposed Solution, Bank will provide the infrastructure as specified for the solution in DC.
8. The Bidder shall be responsible for the design, deployment, performance, reliability and scalability of the proposed application, ensuring seamless operation and compliance with the requirements of this RFP throughout the contract period of five (5) years.
9. The proposed solution should be with multi-factor authentication as per the guidelines issued by RBI/NABARD / Bank Policy and revised from time to time.
10. The Solution shall support integration with existing system and provide the flexibility and customization options to incorporate any updates / changes as per guidelines from regulatory, statutory bodies or changes in Bank's policy. This will ensure that any updates arising from regulatory guidelines, statutory requirements, or changes in the bank's internal policies can be implemented quickly and efficiently, enabling continuous compliance and enhanced governance through a centralized system.
11. Any customization requested by the Bank which is not directed by any regulatory

or statutory requirements shall be charged separately to the Bank and the cost of same not treated as change request.

12. No additional cost will be paid to the Bidder for the new Branch setup.

3.2 Regulatory / Compliance Requirements:

The Solution should comply with all the Regulatory/ Statutory Compliance guideline(s) from the governing authorities in India like RBI, NABARD, ITD, GST etc., or changes in Bank's Policy. The Bank has right to change the compliance/ guideline at any point of time and the bidder has to comply with the guidelines without any additional cost, Fee or any Expenses to the Bank.

3.3 Assessment:

1. Bidder Shall Assess Bank's current audit practices, compliance status, risks associated, risk matrix, areas or risk.
2. Areas of Audit, Audit Policy, Audit Frequencies, Planning, Activities.

3.4 Planning:

1) Preparation of Audit Calendar – An audit calendar for the year shall be provided in proposed Solution. Audit plan would depend on last audit conducted, size and risk ratings of Divisional Office, Branches, Head Office and Departments. Further, there should be a provision of periodic (Monthly / Quarterly / Half Yearly/ Ongoing) tracking of status of the audit plan. Audit planning feature need not be necessarily updated on a prior date. It should have the facility to update for any type of audit on a post-facto basis also. For example, on completion of audit, when the audit reports are uploaded onto RBIAS, allocation of work areas to the auditors can also be updated.
2) Allocation of man-days - Calculation of man-days should be based on certain pre-determined parameters which will be editable from the front end.
3) Allocation of resources - The module for allocation of resources should refer to User master of Inspection Department to select the auditors. A provision to see /upload training/ experience details of auditors would be required. There should also be a provision to include users pertaining to other Department(s) in case of special audit, surprise Audit, Risk based review Audit/ IS Audit or audit firms in case of concurrent audits etc. The system should have the provision to incorporate all probable auditors for the audit. Further it should have the complete library of Checklists for different types of audits, with multi-tiered hierarchy, identification for criticality, mapping to various controls and Development and Implementation of Risk-Based Internal Audit Software quantification of risks/ deviations/ scores and revenue leakages. Checklist Management should be fully parameterizable to enable administrative users to add/ edit any new set of checklists/ controls. Provision of linking of the checklist to the Risk Registers and vice versa should be there.
4) Audit Intimation - As and when a new audit program is scheduled and a team is formed,

RBIAS should send an intimation mail / SMS to the Audit Officer (AO) of the audit assignment and composition of the team along with the list of chapters/ areas to be covered by the audit team. The Audit Officer (AO) should have the option of sending intimation e-mails/ SMS to the team members about the audit assignment and allocation of chapters.

5) Message Broadcasting - The system should have provision to transmit/ broadcast instructions/ messages to all auditors/ auditors of one team/ all Audit Officers(AO's)/ all officers of the auditee locations for correspondence purposes etc., integrating through Bank's email system.
6) Addition/ Deletion of audit entities/ types of audit – There should be provision for addition/ deletion of any new genre of audit. Also, there should be provision to add/ merge/ delete checklists as and when there is merging of Departments/ Offices, creation of new Departments/ Offices would be necessary. In the event of renaming of process/ Department/ Office etc. a proper tagging should be there of the old/ previous process/ name/ department/ office etc. with the changed/ new name/identity.
7) The Application should also have the similar functionality with regard to audit planning at the Audit Department for all the inspections/ audits conducted locally.

3.5 One-time Activities:

1. User Account Creation: Setup of role-based user access with least-privilege controls. Only the AOs and specifically authorized users from the Bank's IT Department shall be granted access with all administrative privileges and rights.
2. Audit Policy Configuration: Configuration of system audit policies aligned with regulatory and internal requirements.
3. Audit & Compliance Baseline: Documentation of existing audit observations and compliance status.
4. Audit Data Extraction: Setup of secure data extraction mechanisms for audit and regulatory purposes.
5. Risk & Control Mapping: Identification of key system risks and mapping to applicable controls.
6. Audit Trail Definition: Definition of audit trail parameters and retention requirements.
7. Segregation of Duties Setup: Configuration of maker-checker and segregation-of-duties controls.
8. Regulatory Mapping: Mapping of system processes and data elements to applicable regulations.
9. Access Review Framework: Definition of user access review and certification processes.
10. Exception Management Setup: Setup of workflows for tracking and resolving audit exceptions.
11. Baseline & Change Controls: Establishment of baseline configurations and approval controls for changes.

12. Log Retention Policy: Definition of log retention, archival and retrieval requirements.
13. Third-Party Risk Identification: Identification of vendor, interface and outsourcing-related risks

3.6 Audit Input:

1. Uploading of Audit Reports: Auditors while inputting data/ uploading the audit reports, the same has to be linked with the audit program created. This shall include mapping of the auditor(s) to respective chapters/ audit-areas in case of RBIAS. The system should have facility to upload various types of audit observations with necessary classifications/ parameters/ grouping, marking to one or more auditees; e.g., Risk-Based Internal Audit System (RBIAS), Information System Audits, Outsourcing vendor audit, KYC Audit, Office Account Audit etc. There should be facility of use of Digital Signature or by any other authentication mechanism as pre-determined at the time of uploading of reports by Audit Officer's (AO) and other users. The Application should have the capability to display/ generate reports of previous open pending inspection/ audit observations to Auditor for cross reference.
2. Uploading of Attachments / Data: There should be provision to upload draft reports by auditors in a structured format. The auditor should be able to attach any work-Development and Implementation of Risk-Based Internal Audit Software papers /evidence /references in any format i.e. Word/ Excel/ Jpeg/ Pdf etc. There should be a field linking the work-papers / evidence to a reference source. Provision to upload the entire audit report at once or individual para wise should be there. Further, the system should enable to upload and analyze data contained in reports from other packages like CBS running in the Bank. While using data from other packages, original form of data should be maintained. There should also be scope for customization of data formats, if needed.
3. Evaluation by Audit Officer (AO): On submission of report by auditors, an alert (vide email / SMS and also notification on screen) would be received by the Audit Officer (AO). Once report is submitted to the Audit Officer (AO), auditor should not be allowed to modify the said report further. The Audit Officer (AO) would have rights to modify any part of the report by himself and also to send back the report / part of the report to the Auditor. The Audit Officer (AO) may also conduct an audit himself / herself and maker / checker concept may not be applicable for submission of such reports. A provision for the Audit Officer (AO) to give suggestions / learning points / highlights/ confidential inputs to the Top Management.
4. Final Submission: On Final submission of Report by Audit Officer (AO) / relevant authority, a message/ SMS / Notification should be sent to Auditee Department, Planning Section and Compliance Monitoring Team or any other authority as decided. The system would have provision to generate letters in structured form in hard and soft copy to the various stakeholders, like, Audit Department, respective Circle Office, Departmental Head, Top

Management, etc., as per pre-defined template. There would also be provision to change the template dynamically as per the need.

5. All Uploading / Downloading of reports should have a time-stamp.
6. Provision to indicate time frame for submission of compliance by the Audit Department to be provided in the audit report.
7. The Application should also have the similar functionality at the Audit Department for all the inspections / audits conducted locally.

3.7 Audit Output/Reports:

1. The system should provide an easy-to-use report generation facility that allows users to create both standard and customized MIS reports for audits. Reports can be generated based on various parameters such as audit domains, types of observations, audit activities, auditee or department, exception status (open, closed, pending, or critical), pending issues, aging analysis and the status of Risk-Based Internal Audit (RBIA) software development and implementation. Users should be able to analyze data across multiple parameters with drill-down capabilities for deeper insights. The reporting tool should support dynamic filtering by date, age, criticality and other criteria and include a user-friendly drag-and-drop interface for adding, removing, or rearranging report fields and columns.
2. Report Confidentiality: There would be access control for viewing and downloading of the various reports, e.g., an auditee should not have access to the report of another auditee. A report when is downloaded should contain timestamp and User Id of the user at the footer. It may be noted that the application should give an option to users at the time of downloading of reports whether user wants the report in Word, Excel, PDF or any other format.

3.8 Compliance Tracking and Audit Observation Resolution:

The application should provide a centralized platform for submitting, tracking, reviewing and closing audit compliance. Auditees should be able to submit compliance responses online, along with supporting documents, using digital signatures or other approved authentication methods.

The system should maintain a complete audit trail of all submissions, approvals, rejections, comments and resubmissions. Compliance reviewers should be able to categorize observations, assign them to relevant departments and review responses from multiple auditees in a single view. The maker-checker principle should be enforced, ensuring that the same user cannot both submit and approve a compliance.

The solution should support configurable compliance statuses such as Outstanding, Complied With and May Not Be Pursued (MNP), with role-based approval workflows based on risk levels. It should also track compliance timelines, generate reminders and escalations for pending items and automatically flag overdue observations.

The application should provide powerful search, reporting and dashboard capabilities, enabling users to monitor compliance status, aging, risk levels and trends. Automated email and SMS notifications should be available for submissions, approvals, pending actions and escalations. Additionally, the system should support compliance monitoring for all audit types, integrate with the bank's email system and provide capabilities for analytics, risk monitoring and management reporting.

3.9 Compliance Tracking and Reporting for Meetings:

The system should provide a comprehensive facility for managing and monitoring ACB, Board and other committee meetings. It should enable users to prepare meeting agendas using predefined templates and download them in editable Word format. The system should also support the recording and maintenance of meeting minutes, along with the capability to obtain acknowledgments from participants through email. In addition, it should facilitate the tracking and monitoring of action items arising from meetings, allowing departments to update the status of assigned tasks and submit compliance details. The system should provide visibility into pending, completed and overdue action points, ensuring timely follow-up and effective governance.

3.10 Audit Budget Utilization and Expense Monitoring:

1) The Solution shall be capable of record and track audit expenses against the approved annual budget.
2) It shall allow authorized users to modify, add, updates and delete expense records.
3) Maintain audit officer-wise expense history.
4) Provide budget utilization and expense monitoring reports.
5) Maintain a complete audit trail of all changes, including user ID and timestamp.

3.11 Internal Audit, Concurrent Audit and Statutory Audit:

1) Internal Audit, Concurrent Audit and Statutory Audit are conducted by AO or External Agencies in coordination with individual Department/ Offices. The System should contain separate module for Concurrent and Statutory Auditors to report their audit findings and submit their audit report to Head Office. The Audit Departments are responsible for compliance with the audit findings and functionality for the same is to be provided.
2) MIS Report & Notification: There should be a provision for generation of MIS reports on Internal audit, concurrent audit and statutory audit for submission to Top Management. Further, Internal Audit department should be able to communicate instructions/ messages to Audit Departments and Auditors in connection with these audits.
3) External Auditors User Creation: The Audit Officer at auditee locations would request the Internal Audit department to create user for concurrent / external auditors by submission of an online application form. The Administrator in Internal Audit department would be the final authority for creation of user and assignment of rights to the external auditors.
4) The proposed solution shall support the complete lifecycle of internal audit, concurrent audit and statutory audit activities, including audit planning, risk assessment, audit execution, documentation of audit observations, evidence management, report generation and follow-up reviews. The system should enable auditors to assess the adequacy and effectiveness of internal controls, governance processes and risk management practices. It should facilitate tracking of audit findings, management responses, corrective action plans and closure status while providing visibility through dashboards and management reports.
5) The solution shall provide a provision to share the draft report with the Audit Officer and/or Audit Head before finalization.
6) The solution shall generate report and account statements for auditors and user(s) for the purpose of audit and compliance through seamless integration with the Core

Banking System (CBS).

3.12 Control Self-Assessment Audit (CSAA):

Facility should be provided for Divisional Offices and Departments at Head Office to:

1) Update CSAA checklist
2) Assign users from their Department for conduct of CSAA and uploading of CSAA findings including exception reports, if any.
3) Submission of Compliance of CSAA by respective sections of Audit Departments MIS Report & Notification: ID should be able to oversee compliance status and submit report of the conduct of CSAA to Top Management. Further, Internal Audit department should be able to communicate instructions / messages to Audit Departments and Auditors in connection with these audits.

3.13 External Audit Management and Compliance Monitoring (IS/ IT / Other audits)

1) Enable External Auditors to submit interim and final audit reports directly through the system.
2) Allow Internal Audit to review, accept, or reject audit reports and findings.
3) Support report submission through predefined templates, with the option to upload documents in PDF, Word and Excel formats.
4) Track key audit details such as audit cost, start date, planned and actual completion dates, compliance status and audit team members.
5) Provide MIS reports and dashboards to monitor the progress, status and effectiveness of external audits.

3.14 Risk Classification/ Parameterization of Audits

1) The audit observations in RBIAS are classified as “High”, “Medium”, “Low”. There should be provision to add any new type of risk classification.
2) There should be a provision to view the facts and relevant papers pertaining to an audit observation by selecting the fact sheet number mentioned in the audit report displayed on the web page.
3) The RBIAS and compliance solution shall have provision to accommodate more than one Audit Department for compliance. As it may happen that audit observations be marked to one/more auditees i.e., in addition to the auditee, the observation could be marked to one/more DOs for compliance purpose.
4) RBIAS can have multiple chapters in its audit report. There shall be provision available in RBIAS to update / add additional chapter corresponding to the identified processes.

3.15 Document Management

The RBIAS and compliance solution application would need to provide all necessary Document Management functionalities such as version control, auditing, publishing, audit trail of user activities for each change in the document. The Document Management solution should provide storing of electronic documents in a central repository accessible through the Bank’s network. The documents should be available in the electronic form to the user when accessing their respective account. Necessary documents should also be linked to different processes. The document management should be in sync with the Bank’s proposed DMS application.

The AO only upon receipt of a formal request through the Bank's official email system from the concerned user. All such modifications shall be appropriately logged and reflected in the document audit trail, including details of the request, change made, user, date and time of modification.

3.16 User Management

1) The Solution shall be capable of handling 200 users, Bank will provide the count of needed user for as per the requirements of the bank.
2) Solution shall provide user management features such as user creation, modification, suspension, deletion, password reset and account unlocking.
3) It shall be capable for Implementing role-based access control and Single Sign-On (SSO) integration of users.
4) The Application should provide display modules and functions based on user roles and permissions.
5) The solution shall include an online user registration and approval process with field validation.
6) Maintain audit trails, access controls and password policies in line with Bank guidelines.
7) Provide reports on active/inactive users and access privileges.

Key User Roles: Planning User, Auditor, Audit Officer (AO), Follow-up User, Concurrent Auditor and Controlling Office User, with role-specific access and responsibilities.

3.17 Data Backup and Archival Management

The RBIAS should provide comprehensive backup and archival capabilities for both application data and databases to ensure data availability, security and business continuity. It should support scheduled backups, long-term archival of historical data and a well-defined backup and recovery process. The solution should include adequate Business Continuity Management (BCM) provisions and enable quick and reliable restoration of archived or backup data with minimal manual intervention and no data loss. The Solution should also provide easy retrieval of archived records and support periodic testing and validation of backup and recovery procedures.

3.18 Activity log Management

There solution shall have provision to complete audit trail of all operations by the users. It shall consist of provision / functionality to track down all backend modifications as per assigned users' roles and responsibilities, if any, by any user which can be retrieved and analyzed to get the complete history of the issue. The vendor may take it as an input for redressal of the issue, if the same is application related.

3.19 Security and Control Measures

The application should incorporate robust security controls, including data transmission, multi-factor authentication (such as password and digital signature) and secure input validation to prevent unauthorized access and data manipulation. All user activities, exceptions and RBIAS should be logged with details such as user ID, timestamp and IP address to support monitoring and auditability. The bidder shall provide regular security updates for the proposed solution, undergo periodic security assessments and shall provide framework for continuous improvement security monitoring and technological changes. It must comply with the Bank's IS Policy covering access control, password management, database, network and application security, as well as incident management and audit requirements.

The solution shall ensure full adherence to bank policy, applicable RBI directives and the Digital Personal Data Protection (DPDP) Act, 2023 including provisions related to purpose limitations, access controls, audit trails, data retention and secure handling of personal and sensitive customer data.

3.20 Additional System Requirements

The solution should support offline working capabilities, allowing auditors and audit departments to perform data entry, prepare reports, process compliance and generate reports in offline mode, with secured synchronization when reconnected. It should provide user-configurable dashboards, role-based menus and an intuitive search facility for easy navigation.

The Solution should integrate seamlessly with the Bank's existing spread sheets, including the Core Banking System and other internal platforms. It shall accommodate updates and changes (if any) from regulatory bodies such as RBI, NABARD, GST and other applicable authorities. Solution shall offer advanced analytics by using AI, ML to identify trends, recurring risks, exceptions and control weaknesses across audits, incident reports and risk registers and generate alerts for potential issues.

The application should support the standardization of audit checklists and risk registers, enabling analysis of recurring findings and risk patterns across departments and offices.

The application should be Bi-lingual (English / Marathi) as far as possible. Effort should be made to give all headings of the application on the screen and on the reports in a bi-lingual format (English / Hindi). The system should also be able to take inputs (Checklists / Audit Findings / RR / Incident Reports) and give Outputs (Reports/ MIS etc.) in both English and Hindi.

The solution should also provide access to legacy data, maintain a centralized repository of audit-related documents, standards, templates and best practices and include all related enhancements required during implementation at no additional cost to the Bank.

3.21 Interface with existing Applications

1) The RBIAS solution should be able to import and process MIS and exception reports generated from other applications used by the Bank.
2) The system should support the generation of new reports and analytics based on data received from integrated systems.
3) Data from external applications should be available for auto-populating audit forms and templates, wherever applicable.
4) The bidder should identify, design and implement all required interfaces and integrations with existing and future Bank applications, delivery channels and

software modules.

5) The solution should provide API-based and file-based integration capabilities to exchange data with other Bank systems.
6) RBIAS APIs should also be available to enable authorized applications to securely connect and exchange data with the system.
7) All integrations should incorporate appropriate security controls, access controls and encryption to ensure data confidentiality, integrity and secure transmission.
8) The bidder should establish and support a test environment for interface development, customization, data migration and integration testing.
9) Necessary test cases, testing tools and documentation should be provided to validate all interfaces and data exchanges.

3.22 Execution After the successful Test run, the application would 'Go-live' from the Data Centers:

The Bidder should customize all the parameters in the application software as accepted in the test environment. The Bidder shall be responsible for accuracy of the parameters set according to business needs of the Bank. Complete Roll-out of the project should be within Three **(3) months** from the date of signing of the Contract. The roll-out (go-live) shall consist of implementing the RBIAS Application, including the customizations, interfaces, delivery channels and other solutions covered within the scope of the project. It also includes relevant training to all users of the proposed RBIAS, successful migration of data and submission of manuals. The Bidder for this purpose shall configure this application in the production Server provided at Bank's Data Centers and also carry out the migration of data as explained in the document from Internal Audit department to the DC. The Bidder has to undertake all the necessary activities to go-live at Internal Audit department / DOs and Data Centers. The implementation phase shall be deemed as completed in all respects only after

1) All the Applications and Services including , Documentation and Interfaces are implemented as per the intent of this RFP;
2) Enabling all the functionalities mentioned in this RFP, i.e. go live; Development and Implementation of Risk-Based Internal Audit Software
3) All the related trainings are completed and post training assessment and rectification of gaps, if any. The Bidder is expected to state the implementation plan and methodology and Bank's team and the vendor shall jointly decide the roll out methodology including parallel run.

3.23 Training and Skill Development:

Comprehensive training covering all functional and technical aspects of the proposed solution shall be provided to the identified Bank staff. The Vendor shall conduct mandatory training for administrative users, as defined in the scope of work, at no additional cost throughout the contract period. This training shall include technical training, super user training, log analysis and monitoring, along with the provision of training materials in both soft and hard copies.

The bidder shall provide, user manuals and technical manuals for all functionalities, modules and tools included in the proposed solution. All work carried out as part of the assignment must be properly documented and shall form an integral part of the deliverables. The documents shall be submitted in both hard copy and soft copy at the end of each stage.

Training for the first batch of Bank employees shall be completed prior to the go-live date. For subsequent batches, the training schedule shall be determined by the Bank in consultation with the Bidder.

1) To users of Internal Audit department and To officers of all DOs, departments. The project implementation team/ trained core users of Internal Audit department.
2) After getting trained thoroughly, would impart training to all the other users at other centers. The Bidder would be required to provide support to the Banks' Team for the above-mentioned training, if required.
3) The bidder would also be called to provide 5 days of training annually post RBIAS Solution implementation to the core-users. All training provided to Bank employees shall be delivered without any additional cost. All travel related expenses incurred would be borne by the Bidder.
4) The Solution should also have a built-in help module along with on-line tutorial and e-learning module with regards to all the functionalities of RBIAS.

3.24 Post Implementation Service and Support:

1. The bidder is responsible to maintain and support of Audit and Compliance Management Solution with following activities:
   - Create/modify/ delete local system users (with respect to application installed on the system)
   - Manage user groups.
   - Manage user rights.
   - Manage/ Support/ Implement changes specified by the Bank time to time.
   - Troubleshooting, root cause analysis and identification of problem area
   - Resolution of problems through configuration changes / replacements.
   - Configuration changes/ re-installations /replacements within the given Architecture and design. (Any change in design will be treated as a separate scope).
   - Troubleshooting, root cause analysis and identification of problem area.
   - Resolution of problems through configuration changes/ re-installations / Replacements / modifications.
2. The bidder will be responsible for the following but not limited to :
   - Developing new audit reports / tools using the proposed solution.
   - Customizing MIS, Statutory and Regulatory Reports as required by bank time to time.
   - Provide for report writer facility to create new reports and modify existing reports.
   - Providing support for log analysis and monitoring.
   - Providing support for incidence analysis and reporting.

3.25 Documentation:

As part of deliverables, successful bidder shall prepare/submit following documents and certifications:

1) Enterprise Agreement
2) OEM Authorization letter
3) Project Documentation – Implementation & Roll-out plan.
4) SOP Document for remote users for operating all the service components.
5) User Training material in soft copy and Hard copy.

4. Service Level Agreement

4.1 Service Classification

Any short delivery, non-delivery, or delay in fulfilling any requirement as mentioned in the FTR by the Go-Live date shall attract a penalty equivalent to the applicable license cost for each day of delay until delivery of all modules. The application warranty period shall commence only upon complete delivery and acceptance of all FTR requirements.

Notwithstanding what is mentioned hereinabove or anywhere else in the tender, the maximum amount that may be levied by way of penalty shall on no account exceed 10 % of the Total Contract value and the contract value will be determined at the time of contract finalization.

Customer Satisfaction Index (CSI) report will be provided to the Vendor quarterly. In the event of repeated unsatisfactory CSI ratings, the Bank reserves the right to initiate corrective actions apart from defined penalty, including termination of the contract, in accordance with the terms and conditions of this SOW.
In case of non-resolution of issues within the stipulated timelines, both the applicable penalties and the CSI (Customer Satisfaction Index) reports shall be taken into consideration for determining further action.

Problem/Issue/Defect: This should be defined as any flaw within the Risk-Based Internal Audit Software and Compliance Management Solution which does not allow the end user to perform its regular operations as per the specifications / operational guidelines /functionality requirements in a stipulated timeframe.

Severity	Description
Critical	When the Audit Solution Operation is stopped/ halted. This includes situations where the application is entirely down, inaccessible, or all operations are halted, preventing any user activity
High	When the audit solution application is partially functional but critical features are not working. For example, if key functions such as Delays in compliance alert generation, Compliance reports unavailable or inaccurate, Audit observations cannot be updated in specific modules, Performance issues affecting multiple users, Workaround available, but productivity and efficiency are reduced, major functionalityes are unavailable. If more than two major functionalities are impacted, it will be classified as High severity.
Low	When there are minor issues or irritants that do not impact core functionality and the issue has minimal impact on business operations. The problem is cosmetic, informational, or affects a non-critical function.

Severity	Problem Analysis & Response	Time frame for Resolution/Workaround (Inclusive of Response Time)	Penalty for breach of resolution time frame
Critical	**1 Hour**	**2 Hours**	**8000 per hour**

Severity	Problem Analysis & Response	Time frame for Resolution/Workaround (Inclusive of Response Time)	Penalty for breach of resolution time frame
High	**1 Hour**	**6 Hours**	**4000 per hour**
Low	**2 Hour**	**24 Hours (1 Day)**	**2000 per hour**

LEVEL	Type of Infrastructure	Function / Technology	Typical Resolution Time
I. Critical	**Criteria**	a. Any problem due to which 30 or more users across the branches cannot access the Business systems or more than 10% branches cannot access the RBIAS Solution. b. Failure of any of the middleware/interface component due to which the solution is not functioning. c. Interruption making any functionality inaccessible or services unavailable. There is no possible alternative to make the solution available to the end users.	• Incident Management: Critical Incidents to be addressed within 10 minutes of the occurrence of the issue and a workaround is to be provided within 30 minutes to mitigate the issue. Resolution for the issue is to be provided between 24 to 48 hours of the occurrence of the issue. • Bidder will be liable to pay a penalty of Rs. 10, 000/- per day for the delay in providing permanent solution beyond the resolution

LEVEL	Type of Infrastructure	Function / Technology	Typical Resolution Time
			time of Two (2) days.
II. Non -Critical	**Criteria**	a. Any problem due to which 10 to 40 users cannot access the RBIAS Solution or business applications as listed in below section:	• Incident Management: Non-Critical Incidents to be acknowledge within 60 minutes of the occurrence of the issue and a workaround is to be provided within 180 minutes to mitigate the issue. Resolution for the issue is to be provided between 24 to 72 hours of the occurrence of the issue. • Bidder will be liable to pay a penalty of Rs. 5, 000/- per day for the delay in providing permanent solution beyond the resolution time of Three (3) days.
	Business Applications	a. User management b. Training/UAT (new modules/after addressing issues in the system/upgrades/patches). c. Backup Archiving Data.	
III. Significant	**Criteria**	a. All other in scope business applications & interfaces	• Incident Management: Significant

LEVEL	Type of Infrastructure	Function / Technology	Typical Resolution Time
		not defined in "Critical" and "Non-Critical" or. b. Any incident which is classified as "non-Critical" for which an acceptable (by Bank) workaround has been provided or. c. Any problem due to which 1 to 9 users cannot access the RBIAS Solution.	Incidents to be acknowledge within 1 hour of the occurrence of the issue and a workaround is to be provided within 4 hours to mitigate the issue. Resolution for the issue is to be provided within 4 days of the occurrence of the issue. • Bidder will be liable to pay a penalty of Rs. 3,000/- per day for the delay in providing permanent solution beyond the resolution time of Four (4) days.

4.2 Penalty

Overall Cap for penalties shall be 10% of the contract value.

4.3 Penalty on Customization

The Vendor will bear the penalty of Rs 5000 per day beyond the mutually agreed timeline of customization and with maximum of 10% of the customization cost provided / paid by bank.

5. Payment Terms and Schedule

The commercial bid submitted by the Bidder must be in conformity with the payment terms proposed. Any deviation from the proposed payment terms would not be accepted. In case of delays or defaults on the part of the Bidder, the Bank shall have the right to withhold payment of the effected product and/or service due to the Bidder or withhold the payment of the disputed amount. Such withholding of payment shall not amount to a default on the part of the Bank. KDCC will release payment within 45 days of receipt of Invoice and along with all other required documents for all undisputed cases. In case of any disputed amount, the payment will be released within 30 days of resolution of the dispute. The scope of work is divided in different areas and the payment would be linked to delivery, acceptance and signoff by the respective Bank official of each area as explained below with reference to the **Annexure 3 – "Commercial Bill of Material**". The bidder shall raise any invoices only after signing off for the related deliverables/Services. The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only. Taxes, as applicable, will be deducted/ paid as per the prevalent rules and regulations.

5.1 License Cost:

- 30% of the license cost will be paid on post submission of product license and execution of contract agreement along with NDA.
- 30% of the license cost will be paid post UAT and sign-off from Bank.
- 40% of the license cost will be paid after 30 days post GO LIVE and sign-off from Bank.

5.2 Implementation Cost:

- 100% of the implementation cost will be paid after 30 days of successful GO LIVE and sign off from Bank.

5.3 Customization Cost:

- Customization Cost shall be mutually agreed upon and paid-up within Thirty (30) days of the post customization Go-Live in the Production environment and sign-off from the Bank.

5.4 Training Cost:

- Training Cost The training cost will be paid post completion of the respective training and submission of feedback forms signed by the trainees and sign-off from the Bank.

5.5 ATS Cost for Solution & Interface Maintenance Costs :

- The annual ATS amount to be paid towards Solution & interface management would be paid divided into 4 equal installments, to be paid quarterly at the end of each quarter post deduction of SLA if any and sign-off from the Bank. ATS Cost will start post warranty.

i. The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.

ii. Taxes, as applicable, will be deducted/ paid as per the prevalent rules and regulations.

6. Eligibility Criteria

Sl. No.	Eligibility Criteria	Supporting Documents
1	The Bidder should be a legal entity registered in India, since 3 (Three) years under Indian Companies Act 1956 or partnership act 1932 or partnership /LLP 2013	Certificate of Incorporation/Partnership deed with the seal and sign of authorized signatory.
2	The bidder must provide self-attested scanned copies of PAN card, GST Registration Certificates	Self-attested copies of the documents by authorized signatory.
3	The Bidder should have Annual Turnover of INR 1 Crore in the last three financial years (2022-23, 23-24, 24-25)	Audited Balance Sheet & P&L for last 3 financial years i.e., 2022-23, 2023-24, 2024-25 along with certificate from the Company's Chartered Accountant to this effect with Unique Document Identification Number (UDIN) of the Bidder clearly specifying the Annual Turnover for the specified years.
4	The Bidder should not have been blacklisted by any of the Ministry/ Department of Government of India/ State Governments and also neither convicted nor is any criminal case pending against it before any court of competent jurisdiction	Self-declaration by competent authority of the bidder with the seal and sign of authorized signatory.
5	The bidder Should have experience of providing Audit and Compliance solution in at least Five (05) Cooperative Banks in India out of which One (01) should be State Cooperative/ DCC Banks in last Five (05) Years.	PO copy/ Credential letter/ Contract agreement to provide.
6	Mandatory Undertaking of compliance of all features as mentioned above in scope of Work.	Undertaking on Bidders Letter Head by authorized signatory.
7	Mandatory Undertaking that supplied software is commercial software and not an open source and made in India.	Mandatory Undertaking of compliance of all features as mentioned above in scope of Work.

7. Evaluation Procedure

The competitive bids shall be submitted in three stages:

- Stage 1 – Eligibility criteria
- Stage 2 – Technical Bid
- Stage 3 – Commercial Bid

7.1 Objective of Evaluation Process

The objective of the evaluation process is to evaluate the bids to select an effective and right fit solution at a competitive price. The evaluation by KDCC Bank will be undertaken by an Internal Committee formed by the Bank. The bank may consider recommendations made by External Experts/ Consultants on the evaluation. The decision of the committee shall be final.

Each recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of solution, not limited to those selection criteria set out in this RFP document.

Through this RFP, KDCC Bank aims to select a Bidder/ solution provider who would undertake the supply, implementation and maintenance of the required solution. The Bidder shall be entrusted with end-to-end responsibility for the execution of the project under the scope of this RFP. The Bidder is expected to commit for the delivery of services with performance levels set out in this RFP in Section 4: Service Level Agreement

7.2 Normalization of Bids

The Bank will go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that Bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that such normalization has a bearing on the commercial bid; the Bank may at its discretion ask all the technically shortlisted Bidders to resubmit the updated technical and commercial bids for scrutiny. The Bank can repeat this normalization process at every stage of technical evaluation till the Bank is reasonably satisfied. The Bidders agree that they have no reservation or objection to the normalization process and all the technically short-listed Bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The Bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process. Any non-compliance to the normalization process may result in disqualification of the concerned Bidder.

Bank may call for any clarifications/ additional particulars required, if any, on the technical/ commercial bids submitted. The Bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The Bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time. Bank reserves the right to call for presentation(s), product walkthroughs, on the features of the solution offered etc., from the Bidders based on the technical bids submitted by them. KDCC Bank also reserves the right to communicate reference site at Bidder's client sites. Based upon the final technical scoring, short listing would be made of the eligible Bidders for final commercial bidding.

7.3 Technical Evaluation Process

Initially only the 'Technical Bids will be opened and evaluated. All technical bids will be evaluated and a technical score would be arrived at.

In second stage, only those Bidders, who have qualified in technical evaluation, shall be invited for commercial evaluation.

7.3.1 Preliminary Examination of Offers

1. KDCC BANK will scrutinize the bids to determine whether they are complete, whether any Computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
2. Arithmetical errors if any will be rectified on the following basis:

   a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
   b. If there is a discrepancy between words and figures, the amount in words will prevail.

3. KDCC Bank, at its discretion, may waive any minor informality, nonconformity, or irregularity in a Bid, which does not prejudice or affect the relative ranking of any Bidder. This shall be binding on all bidders and KDCC BANK reserves the rights for such waivers.
4. Prior to the detailed evaluation, KDCC BANK will determine the substantial responsiveness of each bid to the RFP. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms & conditions of the RFP without material deviations. Deviations from our objections or reservations to critical provisions such as those concerning Bid Security, Performance Security, Force Majeure, Applicable Laws and Taxes & Duties will be deemed to be material deviation. KDCC BANK and its determination of a Bid’s responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
5. If a bid is not substantially responsive, it will be rejected by the KDCC BANK and may not subsequently be made responsive by the bidder by correction of the non-conformity.

7.3.2 General Eligibility Criteria

KDCC Bank shall scrutinize the Eligibility bid submitted by the Bidder. A thorough examination of supporting documents to meet each Eligibility Criteria shall be conducted to determine the Eligible Bidders. Bidders not complying with the eligibility criteria are liable to be rejected and shall not be considered for Technical Evaluation.

The Bidder meeting, the General Eligibility Criteria as per Section Six (6) will be considered for technical evaluation. Any credential/supporting detail mentioned in Section 6 and not accompanied by relevant proof documents will not be considered for evaluation. All credential letters should be appropriately bound, labeled and segregated in the respective areas. There is no restriction on the number of credentials a Bidder can provide.

7.3.3 Technical Bid Evaluation Criteria

The Technical Proposals of only those Bidders shall be evaluated who have satisfied the eligibility criteria bid. KDCC Bank may seek clarifications / additional particulars required if any from the any or each Bidder as a part of technical evaluation. All clarifications / additional particulars in writing received within stipulated date and time shall be considered for evaluation. In case a clarification is not received within the stipulated date and time, the respective technical parameter would be treated as non-compliant and decision to qualify the Bidder shall be accordingly taken by KDCC Bank.

The proposal submitted by the Bidders shall, therefore, be evaluated on the following criteria:

Parameter	Maximum Score
Functional and Technical Requirements Evaluation	40
Bidder's Turnover	10
Bidder's Capability and experience	20
Technical Presentation and Product Demonstration	30
Total	**100**

Bidder should ensure that any critical noncompliance against Annexure 2-Functional & Technical Specifications may lead to disqualification.

Bidders scoring a minimum score of 70% i.e., an overall score of 100 marks or more will be declared technically qualified.

Detailed Technical Evaluation Parameters:

Sr. No.	Technical Evaluation	Evaluation Approach
1	Compliance to Annexure 2 – Functional & Technical requirements	• The Bidder is required to submit compliance to Annexure 2 - Functional & Technical requirements. **(Max 40 Marks)** Note: • Deviations and non-conformance to requirements in the RFP shall be led to reduction in scope. • Unreasonable scope limitations which defeat the purpose of this RFP shall lead to reduction in scores or even possibility of disqualification of the Bidder. This will be at the sole discretion of KDCC Bank. • The Audit and Compliance Management Solution shall comply more than 90% score. Bank has rights to ask bidder to demonstrate the point during technical presentation. • The total marks of the Functional and Technical Requirements will be scaled down on a scale of 40 marks.
2	Bidder's Turnover	➢ **The Bidder should have minimum average Annual Turnover of INR 1 Crore in the last three financial years (2022-23,23-24,24-25) (Max 10 Marks)** • More than Rs. 1.25 Crore **(10 Marks)** • Between Rs. 1 Crore to Rs. 1.25 Crore **(07 Marks)**

3	Bidder's capability and experience	➢ **The bidder Should have experience of providing Audit and Compliance solution in at least Five (05) Cooperative Banks in India out of which One (01) should be State Cooperative/ DCC Banks in last Five (05) Years. (Max 20 Marks)** ➢ If the bidder provides credentials for more than Ten (10) Cooperative Banks in India out of which One (01) should be State Cooperative/ DCC Banks in last Five (05) Years. **(20 Marks)** ➢ If the bidder provides credentials for more than Eight (08) Cooperative Banks in India in last Five (05) Years. **(14 Marks)** ➢ If the bidder provides credentials for at least Five (05) Cooperative Banks in India in last Five (05) Years. **(10 Marks)**
4	Technical Presentation and Product Demonstration	The bidders will be required to make presentations to supplement their bids, showcase overall solution proposed. KDCC will schedule presentations and detailed product walkthrough/demonstrations which shall showcase the functionalities of the proposed solution in a real time environment. The date, time and location for the presentation and product walkthrough/demonstration will be communicated to the bidders. Failure of a bidder to complete a scheduled presentation to KDCC may result in the rejection of the proposal. Bidder is expected to cover the following point in its presentation: • Bidder's capability • Approach and Methodology and Project delivery plan • Audit and Compliance Management Demonstration/live **(Max 30 Marks)**

7.4 Commercial Bid Evaluation

It may be noted that commercial bids will be subjected to following evaluation process. Only those Bidders meeting the eligibility criteria will be considered for further stages of evaluation only those Bidders scoring 70% (70 marks out of 100) or above in the technical evaluation will be short-listed for commercial evaluation. In case, none of the bidders score 70 marks or more in technical evaluation, then KDCC Bank, at its discretion can consider top 3 bidders subject to marks obtained by them for evaluation of their Commercial bids.

The envelope containing the Commercial offers of only those Bidders, who are short-listed after technical evaluation, would be opened. The format for quoting commercial bid set out in Annexure 3- "Commercial Bill of Material". The commercial offer should consist of comprehensive Cost for required solution. Bidder must provide detailed cost breakdowns, for each and every category mentioned in the commercial bid. The Bank will determine whether the Commercial Bids are complete, unqualified and unconditional. The technically qualified Bidders will be required to participate in the commercial bid opening. Omissions, if any, in costing any item shall not entitle the Bidder to be compensated and the liability to fulfil its obligations as per the Scope of the RFP within the total quoted price shall be that of the Bidder.

Commercial Bid Evaluation Considerations

Commercial bid valuation shall be considered as below in case of any kind of discrepancy:

1) **If there is a discrepancy between words and figures, the amount in words shall prevail**
2) **If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail**
3) **Where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of bank, there is an obvious error such as a misplacement of a decimal point, in which case the line-item total will prevail**
4) **Where there is a discrepancy between the amount mentioned in the bid and the line-item total present in the schedule of prices, the amount obtained on totaling the line items in the Bill of Materials will prevail**
5) **The amount stated in the correction form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall price to rise, in which case the bid price shall prevail.**
6) **If there is a discrepancy in the total, the correct total shall be arrived at by KDCC Bank**
7) **In case the Bidder does not accept the correction of the errors as stated above, the bid shall be rejected.**
8) **At the sole discretion and determination of KDCC Bank, KDCC Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP.**
9) **During the process of technical/commercial evaluation, if KDCC Bank decides to withdraw any collateral item offered in the proposal, the commercial value of that item will be reduced from the commercial Offer of all the Bidders and TCO will be recalculated accordingly.**
10) **KDCC Bank may drop any component of the proposed solution prior to finalization of order or delay its procurement at KDCC Bank's sole discretion.**
11) **KDCC Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.**
12) **All liability related to non-compliance of this minimum wages requirement and any other law will be responsibility of the Bidder.**
13) **KDCC Bank shall not incur any liability to the affected Bidder on account of such rejection.**
14) **The commercials will be calculated till two decimal points only. If the third decimal point is greater than.005 the same shall be scaled up else, it shall be scaled down to arrive at two decimal points. Bank will make similar treatment for 4th or subsequent decimal point to finally arrive at two decimal points only.**

7.5 Evaluation Mechanism

Final Evaluation – Weighted Techno-Commercial Evaluation
Quality cum Cost Based System (QCBS) of evaluation 70:30 (70 points for technical bid and 30 points for commercial bid)

The technical evaluation carries weightage of 70% & a financial evaluation carries weightage of 30%.
Stage-I: Technical evaluation of Proposals: (Maximum Marks = 100), Weightage=70%

Each Technical bid will be assigned a technical score out of a maximum of 100 marks. Only the bidders who get a technical score of 70 percent or more overall will qualify for commercial evaluation stage subject to availability of four qualified bidders. In case, none of the bidders score 70 marks or more in technical evaluation, then KDCC Bank, at its discretion, can consider top 3 bidders subject to marks obtained by them for evaluation under QCBS Mechanism.

The score(s) will be calculated for all technically qualified Bidders using the formula:-
The H-1 bidder shall be decided based on the Techno-Commercial evaluation as mentioned in the RFP document.

The bidder should quote costs for all the lines items as per commercial bid. The cost quoted also includes the cost of deliverables for all the phases of the Project.

If any bidder fails to quote against any of the services sought by KDCC Bank, it will be presumed by the bank that the cost of such items is included in the overall cost and will not accept any plea or excuse from the bidders later and such services have to be provided to the KDCC Bank without any extra cost along with all other services.

$$S = \left(0.3 \times \frac{C_{minimum}}{C_{quoted}}\right) + \left(0.7 \times \frac{T_{obtained}}{T_{highest}}\right)$$

(Minimum Commercial Quote/Quoted Price) x 30% + (Technical Score/Highest Technical Score) x 70%
(Technical will carry 70% weightage and Commercial will carry weightage of 30%)
Highest scores so obtained using the above method shall be declared H-1.
In case of tie-up in Techno-Commercial evaluation score, the Bidder scoring highest technical score will be declared H-1 Bidder.

Bidder, whose is declared H-1 may be called for negotiation before awarding the contract. It may be noted that Bank will not entertain any price negotiations with any other Bidder.

The Bank reserves the right to float the RFP again. The Bank shall not incur any liability to the Bidder(s) on account of reissue of RFP. Bank shall not be obliged to inform the Bidder(s) of the grounds for the Bank's rejection. The Bank reserves the right to modify any items of the scope of the RFP. The RFP may be reissued on account of following:

a) If none of the Bidders qualify in the technical bid evaluation.
b) If only one Bidder qualifies in the technical bid evaluation.
c) If selected Bidder fails to execute the System Integration Agreement within the time limit stipulated. Any decision in this regard by KDCC Bank shall be final, conclusive and binding on the Bidders.

KDCC Bank may call upon the ultimate short-listed Bidder to make a detailed presentation to the Board of Directors of the Bank.

The H-1 bidder shall be decided on the basis of the Techno-Commercial evaluation as mentioned in the RFP document.

The Bidder should quote costs for all the lines items as per commercial bid. The cost quoted also includes the cost of deliverables for all the phases of the Project.

If any bidder fails to quote against any of the services sought by KDCC Bank, it will be presumed by KDCC Bank that the cost of such items is included in the overall cost and will not accept any plea or excuse from the bidders later and such services must be provided to KDCC Bank without any extra cost along with all other services.

8. Instructions to the Bidders

8.1 Two- Bid System Tender

1) Bidders are required to submit the Eligibility Bid, Technical Bid and Commercial bid Softcopy (in CD/Pen drive/USB HDD) shall also be submitted along with hard copy as per the submission timeline at Bank Head Office. The Language of Bid should be in English.
2) Commercial bid softcopy to be submit with the password protected as well as hard copy to be submitted in sealed envelope.
3) The bidder will take care of submitting the Bid properly filed so that the papers are not loose. The Bids, which are not sealed as indicated above, may be liable for rejection.
4) The tender not submitted in the prescribed format or incomplete in any Bidder is liable for rejection. The Bank is not responsible for non-receipt of bid within the specified date and time due to any reason including postal delays or Holidays.
5) All the inner and outer envelopes shall be addressed to the Bank at the address given below:

   The Chief Executive Officer,
   Kolhapur District Central Co-operative Bank Ltd.
   Head Office: 1092, E Ward, Shahupuri
   Kolhapur, Pin - 416001

6) In addition to the above marking, each envelope must be super-scribed with the following information:

   RFP Reference Number.
   Name, contact no and Address of Bidder.

8.2 Submission of Technical Bid

1) The Bidders shall submit the Technical Bid in sealed envelope. If above bid is found not properly sealed, the bid is liable for rejection. The envelope containing technical bid shall be marked **as "Technical Bid for Supply, Implementation and Maintenance of Risk-Based Internal Audit Software and Compliance Management Solution".**
2) All the formats need to be filled in exactly as per the proforma given in the Annexures and any deviation is likely to cause rejection of the bid.
3) The Bank shall not allow/permit changes in the technical specifications once it is submitted.
4) The offer may not be evaluated by the Bank in case of non-adherence to the format or partial submission of technical details as per the format given in the RFP.
5) Non-submission or partial submission of the information along with the offer may result in disqualification of the bid of the concerned bidder.
6) The Technical Bid must not contain any price information.
7) The bidder will also submit copy of the RFP duly stamped and signed on each page

by the authorized official of the bidder's company.

8) The bidder should submit the required documents with proper index and page number on each page.
9) The Bidder shall prepare two copies of the Technical bid clearly marking each "**Original Technical Bid for "Supply, Implementation and Maintenance of Risk-Based Internal Audit Software and Compliance Management Solution"** and **"Technical Bid for Supply, Implementation and Maintenance of Risk-Based Internal Audit Software and Compliance Management Solution".** In the event of any discrepancy between them, the original shall govern. Original copy of bid security should be submitted with the Original Bid.
10) The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the Bid except for un- amended printed literature shall be numbered serially and initialed and stamped by the person or persons signing the bid.
11) The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or person signing the bid.
12) Soft copy (in Pen drive) of complete technical bid shall also be submitted along with hard copy. If soft copy and hard copy found not identical then bid will be rejected.
13) The Bidders shall seal the original and copy bids separately.
14) In addition to the above marking, each envelope must be super-scribed with the following information:
    a. RFP Reference Number.
    b. Name and Address of Bidder.

    This will enable the Bank to return the bid unopened in case it is declared unacceptable for any reason whatsoever.
15) All the inner and outer envelopes shall be addressed to the Bank at the address given below:

    The Chief Executive Officer
    Kolhapur District Central Co-operative Bank Ltd.
    Head Office: 1092, E Ward, Shahupuri
    Kolhapur, Pin - 416001
16) If any inner envelope is found to contain both technical and commercial bids, then that bid will be rejected summarily.

8.3 Submission of Commercial Bid

1) The Bidders shall submit the Commercial Bid in sealed envelope. If above bid is found not properly sealed, the bid is liable for rejection. The envelope containing commercial bid shall be marked as "**COMMERCIAL BID for Supply, Implementation and Maintenance of Risk-Based Internal Audit Software and Compliance Management Solution".**".
2) Soft copy (in Pen drive) with password protected of complete commercial bid shall also be submitted along with hard copy. If soft copy and hard copy found not identical then bid will be rejected.
3) The bidder should certify that the contents of the Pen drive's are the same as that provided by way of hard copy. Letter format for the Bidder's confirmation is given in Annexure 5: "Letter of Conformity with Hardcopy".

4) Please note that if any envelope is found to contain both technical & commercial offer, then that offer will be rejected outright.
5) The envelope must be super-scribed with the following information:

    a. **RFP Reference Number.**
    b. **Name and Address of Bidder.**
6) For any query the bank's email id is as follows:

   manager.it@kolhapurdccb.bank.in

7) Telex, Cable, Facsimile or E-mail Bids will not be accepted.

8.4 Bid Security - Earnest Money Deposit (EMD)

The bidder shall furnish as part of its bid, bid security of **INR 2,00,000/-(Rupees Two Lakh Only)** in the form of NETF/RTGS (A/c. no. **000113032000001**, IFSC: **IBKL0463KDC** Bank Name:- Kolhapur District Central Co-Op Bank Ltd., Branch : Head Office) Bidder are requested to submit the UTR/fund transfer details with the technical bid response. Otherwise the bid response will be rejected by bank).

The bid security submitted by the bidder shall be forfeited if:

a) The bidder withdraws the bid within the bid validity period; or

b) The bidder fails to accept the "Letter of Award" within the given stipulated time; or

c) The bidder violates any of the provisions of the terms and conditions of this bid document,

8.5 Refund of EMD

The unsuccessful bidder(s), only after acceptance of the "Letter of Award" by the successful bidder and the EMD will be refunded.

8.6 Security Deposit

Successive bidders have to submit security Deposit of 10% of total cost of project in the form of Bank Deposit with Kolhapur DDC Bank. The period of the deposit will be 66 months and Bank will provide applicable interest rate for the period.

8.7 Cost of Bid

Rs.15,000/- + Rs. 2,700/- (GST) = Rs. 17,700/- (Rupees Eleven Thousand Eight Hundred Only) in the form of NEFT only (A/c. No.: **000113032000001**, IFSC : **IBKL0463KDC**, Bank Name: - Kolhapur District Central Co-Op Bank Ltd., Branch: Head Office). Bidder are requested to submit the UTR/fund transfer details with the technical bid response. If any bid response found without any bid document cost, then the bid will be rejected by the bank.

9. Terms and Conditions

9.1 General

1. The Bank expects Bidder to adhere to the terms of this document and would not like or accept any deviations to the same. If Bidder has absolutely genuine issues only then should it provide the nature of non – compliance to the Bank. The Bank reserves its right to not accept such deviations to the Scope of Work

terms.

2. Unless expressly overridden by the specific agreement to be entered into between the Bank and Bidder, this document shall be the governing document for arrangement between the Bank and Bidder
3. The Bank intends that Bidder shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services in Bidder scope of work, notwithstanding the fact that Bidder may appoint / procure services of third-party suppliers (including software OEMs) to perform all or part of the obligations contained under this document.

9.2 Price Quote

1. Bidder is requested to quote in Indian Rupees ('INR'). Price submitted in currencies other than INR would not be considered
2. The prices and other terms offered by Bidder must be firm for an acceptance period of 180 days from the last date for submitting the pricing.
3. The prices quoted by Bidder shall exclude all costs such as taxes. that need to be incurred.
4. In case of any variation (upward or downward) in Government taxes up-to the date of invoice, the benefit or burden of the same shall be passed on or adjusted to the Bank. If Bidder makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly.
5. Terms of payment as indicated in the Purchase Contract that will be issued by the Bank to Bidder will be final and binding on Bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, Bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and Bidder". Bidder should ensure that the project should not suffer for any reason.
6. Bidder is expected to maintain the Solution & interfaces implemented by Bidder from the date of acceptance of such solution by the Bank.
7. The Price offer shall be on a fixed price basis. The rate quoted by Bidder should necessarily include the following:
   a. Services, which are required to be extended by Bidder in accordance

with the terms and conditions of the scope of work.

b. Bidder must provide and quote for all services as desired by the Bank as mentioned in this document.

9.3 Confidentiality Agreement

This scope of work contains information proprietary to the Bank. Each recipient is entrusted to maintain it's confidentiality. It should be disclosed only to those employees involved in preparing the requested responses. The information contained in the scope of work may not be reproduced as a whole or in part without the express permission of the Bank. Disclosure of any such sensitive information to parties not involved in the supply of contracted services will be treated as breach of trust and could invite legal action. This will also mean termination of the contract and disqualification of Bidder.

9.4 Customization Process

Bidder shall ensure that the software provided meets all the FTR, statutory requirements and to carry out all such customization or development work as may be required by the Bank at no additional License Charge or Fees or Expenses. Bidder shall provide the MIS reports, as per the requirements of the Bank. The precise scope of the customization and development work to be undertaken by Bidder shall be as per the requirements of the Bank. Bidder shall carry out all the customization related work at the Head Office premises of the Bank or offsite in case the customization cannot be carried out at the Bank premises. The Bank shall be a party to the Functional Specifications requirement sign-off, User acceptance test, User acceptance test sign-off, Installation sign-off and Implementation sign-off. Bidder shall install and commission the software for customization and User Acceptance Test as per Project Plan to be agreed with the Bank failing which Bidder shall be liable to pay the Bank penalty to be defined in this document. Bidder shall provide all tools, testing instruments, drivers, consumables, etc. required to install and customize and test the software free of any fees or charges or any expenses. Bidder shall document and submit to the Bank all the testing activities, procedures and results. Bidder shall be required to ensure that the software provides interfaces to the other application systems at the Bank at no additional cost or fees or charges or expenses. Bidder shall provide the Bank weekly progress report on the bugs/problems reported/points taken up with schedule of date of reporting, date of resolving and status for all kind of bugs and problems whether reported by branch /Zonal Offices/ Head Office or Bidder staff.

9.5 Completeness of Project

The project will be deemed as incomplete if the desired objectives of the project as mentioned in the scope of work document are not achieved.

9.6 Acceptance Testing

1) The Bank will carry out the acceptance tests for testing of application & interfaces implemented by Bidder as a part of this Project. Bidder shall assist the Bank in all acceptance tests to be carried out by the Bank at it's location at Head Office of the Bank.

2) The Bank will provide the scope of the acceptance tests to Bidder prior to performing the tests. A detailed acceptance plan will be created by Bidder within the framework of the terms of this document/contract. Bidder shall arrange for the tests at the relevant sites in the presence of the officials of the Bank and / or its consultants. Bidder should ensure that the tests will involve trouble-free operation of the complete system apart from physical verification and testing and that there shall not be any additional charges payable by the Bank for carrying out this acceptance test.

9.7 Compliance With Law

1) Compliance with all applicable laws: Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this scope of work and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

2) Compliance in obtaining approvals/permissions/licenses: Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and the Bank will give notice of any such claim or demand of liability within reasonable time to Bidder.

3) This indemnification is only a remedy for the Bank. Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by regulatory authorities.

9.8 Order Cancellation

The Bank reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

1) Delay in customization / implementation / installation beyond the specified period that is agreed in the contract that will be signed with Bidder; and
2) Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process.
3) In case of order cancellation, Bidder has to provide knowledge transfer to new software provider free of cost and also provide the database table structure, valid all financial and no-financial data to then free of cost. Bidder has to provide support during migration activities to the new software vendor of the bank.
4) On any statutory noncompliance to RBI / any other regulator arising out of loopholes in the banking applications be technical or functional.

9.9 Indemnity

The Bidder shall, at its own cost and expenses, defend and indemnify KDCC Bank against all third-party claims including those of the infringement of intellectual property rights, including patent, trademark, copyright, trade secret or industrial design rights, arising from the performance of the contract. The Bidder shall expeditiously meet any such claims and shall have full rights to defend itself therefrom. If KDCC bank is required to pay compensation to a third party resulting from such infringement etc., the Bidder will bear all expenses including legal fees. KDCC Bank will give notice to the Bidder of any such claim and shall provide reasonable assistance to the Bidder in disposing of the claim. The Bidder shall also be liable to indemnify KDCC Bank, at its own cost and expenses, against all losses/damages, which KDCC Bank may suffer on account of violation by the Bidder of any or all applicable national/ international trade laws. This liability shall not ensue if such losses/ damages are caused due to gross negligence or willful misconduct by KDCC Bank or its employees.

The Bidder shall further indemnify the Bank against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property and third-party claims on the Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however, (i) the Bank notifies the Bidder in writing immediately on becoming aware of such claim, (ii) the Bidder has sole control of defense and all related settlement negotiations, (iii) the Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and (iv) the Bank does not make any statement or comments or representations about the claim without prior written consent of the Bidder, except under due process of law or order of the court. It is clarified that the Bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank's (and/or its customers, users and service providers) rights, interest and reputation.

The Bidder shall be responsible for any loss of data, loss of life, etc., due to acts of the Bidder representatives and not just arising out of gross negligence or misconduct, etc., as such liabilities pose significant risk.

The Bidder should take full responsibility for its and its employee's actions. Further, since the Bank's data could be integrated/used under the Bidder provided software, The Bidder should be responsible for loss/compromise or damage to Bank's data.

The Bidder should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses and liabilities arising from:

- Non-compliance of the Bidder with Laws / Governmental Requirements
- IP infringement
- Negligence and misconduct of the Bidder, its employees and agents
- Breach of any terms of DOCUMENT, Representation or Warranty
- Act or omission in performance of service.
- Loss of data

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by regulatory authorities.

The Bidder shall not indemnify the Bank for

- Any loss of profits, revenue, contracts, or anticipated savings or
- Any consequential or indirect loss or damage however caused.

9.10 Inspection of Records

1) All Bidder records with respect to any matters covered by this document shall be made available to the Bank or its designees at any time during normal business hours, as often as the Bank deems necessary, to audit, examine and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with Bidder, provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank and a copy shall be provided to Bidder upon a request. The cost of the audit will be borne by the Bank.

2) The scope of such audit would be limited to Service Levels being covered under the contract and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

9.11 Sensitive Information

1. Any information considered sensitive must be protected by Bidder from unauthorized disclosure, modification or access.
2. Types of sensitive information that will be found on Bank system's Bidder may support or have access to include, but are not limited to: Information subject to

special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

9.12 Privacy & Security Safeguard

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

9.13 Confidentiality

1) “Confidential Information” means any and all information that is or has been received by Bidder (“Receiving Party”) from the Bank (“Disclosing Party”) and that relates to the Disclosing Party; and is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
2) Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials relating to the licensed software, the modules, the program documentation, the source codes, the object codes and all enhancements and updates, services, systems processes, ideas, concepts, formulas, methods, know how, trade secrets, designs, research, inventions , techniques, processes, algorithms, schematics, testing procedures, software design and architecture, computer code, internal documentation, design and function specifications, product requirements, problem reports, analysis and performance information, business affairs, projects, technology, finances (including revenue projections, cost summaries, pricing formula), clientele, markets, marketing and sales programs, client and customer data, appraisal mechanisms, planning processes etc. or any existing or future plans, forecasts or strategies in respect thereof.
3) “Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable.
4) Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years.
5) Nothing contained in this clause shall limit Bidder from providing similar services to any third parties or reusing the skills, know-how and experience gained by the

employees in providing the services contemplated under this clause, provided further that Bidder shall at no point use the Bank's confidential information or Intellectual property.

6) The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:
    a. Disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees, sub-contractors and contractors who need to know the same for the purposes of maintaining and supporting the Software provided as a part of this Project. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub-contractors and contractors is in accordance with the terms and conditions and requirements of this scope of work; or
    b. Unless otherwise agreed herein, use any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.
7) In maintaining confidentiality hereunder, the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall
    a. Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure.
    b. Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party.
    c. Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document; and
    d. Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.
8) The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party:

a. Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control
b. To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party.
c. So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control; and
d. To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.

9) The restrictions in the preceding clause shall not apply to:
   a. Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document); or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same.
   b. Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.

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

11) The confidentiality obligations shall survive the expiry or termination of the agreement between Bidder and the Bank.

9.14 Limitation of Liability

The aggregate liability of the bidder in connection with this Agreement, the services provided by the Bidder for the specific scope of work document, regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise) and including any and all liability shall be the actual limited to the extent of the Annual Recurring Cost of the Contract.

9.15 The Bidder Liability

1) The Bidder liability in case of claims against the Bank resulting from and attributable to the proven misconduct or gross negligence of The Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be limited to the project value settled through a court of law or an Arbitration award.
2) The Bank shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third-party software or modules supplied by the Bidder as part of this DOCUMENT.
3) In no event shall either party be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this agreement or the hardware or the software delivered hereunder, howsoever such liability may arise.

9.16 Right To Audit

The Bank shall have the right, at its sole discretion, to audit, inspect and assess the Bidder's compliance with the terms and conditions of this Agreement, including but not limited to information security controls, data protection measures, regulatory obligations and applicable policies and standards. Such audits, inspections, or assessments may be conducted by the Bank, its authorized representatives, auditors, consultants, or any third party empaneled by the Bank for this purpose. The Bank shall provide reasonable prior notice and such activities shall be carried out during normal business hours in a manner that minimizes disruption to the Bidder's business operations.

The Bidder shall fully cooperate with the Bank and its authorized representatives in connection with any such audit, inspection, or assessment and shall provide timely access to all relevant records, documents, systems, facilities, personnel and other information as may be reasonably required. In the event that any non-compliance, deficiency, or control weakness is identified, the Bidder shall, at its own cost and within timelines specified by the Bank, promptly undertake and implement appropriate corrective and remedial actions to ensure continued compliance with the requirements of this Agreement and applicable laws and regulations..

9.17 Guarantee

Bidder should guarantee that the software and allied components used to service the Bank are licensed and legal.

9.18 Force Majeure

The Bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if any to the extent that it’s delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, “Force Majeure” means an event beyond the control of the Bidder and not involving the Bidder’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of KDCC Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions.

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

In such a case the time for performance shall be extended by a period (s) not less than duration of such delay. If the duration of delay continues beyond a period of three (3) months, the Bank and The Bidder shall hold consultations in an endeavor to find a solution to the problem.

9.19 Resolution of Dispute

1) The Bank and the supplier Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project directors of the Bank and Bidder, any disagreement or dispute arising between them under or in connection with the contract.

2) If the Bank project director and Bidder project director is unable to resolve the dispute after thirty (30) days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by Bidder and Bank respectively.

3) If after thirty (30) days from the commencement of such negotiations between the senior authorized personnel designated by Bidder and Bank, the Bank and Bidder have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution through formal arbitration.

4) All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator: acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. The award of the Arbitrator shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 and cooperative Society Act 2006 or any statutory modification / amendments thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Kolhapur, Maharashtra.

5) If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of ten (10) business days

(excluding declared holidays and weekly holidays of Bidder and the Bank) after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.

6) This scope of work shall be governed and construed in accordance with the laws of India. The courts of Nasik alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this DOCUMENT unless otherwise required and permitted by the court of law upon admission of the reported act leading to a dispute or matter. Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so with a prior intimation to Bidder.

9.20 Termination for Convenience

KDCC Bank, by written notice sent to the Bidder, may terminate the Contract with a notice of 3 months, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for KDCC Bank’s convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective

9.21 Exit Management

The contract with the Bidder may be terminated by either party at any time by giving notice of not less than three (3) months in writing. KDCC Bank may terminate the Contract with a notice of 3 months, in whole or in part, at any time for its convenience. The Bidder will be liable to provide the requisite data to the incoming Bidder and Bank when requested in the stipulated format in case of termination of the contract or completion of contract tenure at no extra cost to Bank. Upon termination of the existing contract all documents, writings, data, contents, Confidential Information and/or any other information provided by KDCC Bank to the Bidder shall be duly returned by the Bidder to Bank within 30 days from the date of termination. If instructed by bank, a written confirmation that the same has been destroyed shall be sent by the Bidder to KDCC Bank and the same shall be required to be acknowledged by KDCC Bank. The reverse transition mechanism would typically include services and tasks that are required to be performed/rendered by the Bidder to KDCC Bank or its designee to ensure a smooth handover and transitioning of KDCC Bank's deliverables, maintenance and facility management.

In case KDCC Bank wants to continue with the Bidder’s services after the completion of this contract then the Bidder shall offer the same or better terms to KDCC Bank. Unless mutually agreed, the rates shall remain firm. The Bidder agrees that KDCC Bank at any point of time during the tenure of the contract may return/discontinue any of the Deliverables/services in whole or part thereof offered under this agreement. KDCC Bank shall not be liable to make any payment in respect of the Deliverables/services returned in whole or part thereof.

In addition to the reverse transition mechanism, the purpose of this section is to provide details of the Bidder's assistance during the termination or expiration of the contract and exit plan strategy for KDCC Bank. The Bidder shall also have to develop a detailed exit plan 3 (Three) months prior to the completion of the tenure of the contract. The exit plan should have detailed product-wise support services by the Bidder and its consortium partner (s) (if any) during the transition period. Bank shall have the right to review the exit plan submitted by the Bidder and would suggest changes to be made in the exit plan, if any. After that, the exit plan shall be reviewed as and when required by Bank. The Bidder has to provide knowledge transfer to the new software provider free of cost.

10.Annexures

10.1 Annexure - 1 Covering Letter for Eligibility cum Technical Bid and Commercial Bid

To,
The Chief Executive Officer, **Date : DD/MM/2026**
Kolhapur District Central Co-operative
Bank Ltd.
Head Office: 1092, E Ward, Shahupuri,
Kolhapur, Pin – 416001

Subject : RFP No.: IT/2026-27/003 dated 10/09/2026

Having examined the RFP (RFP Ref. No.: IT/2026-27/003 dated 10/09/2026) including all annexure, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver services in conformity with the said RFP and in accordance with our proposal and total cost indicated in the Commercial Bid and made part of this bid.

We undertake, if our bid is accepted, to deliver services and complete the project in accordance with the scheduled timelines.

We agree to abide by this bid for the period of 180 days from the date fixed for Technical bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with the bank's written acceptance thereof and bank's 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 contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that the bank is not bound to accept the lowest or any bid the bank may receive.

We accept all the Instructions, Terms and Conditions and Scope of Work mentioned in the RFP.
Place:
Dated: this day of ------ 2026.

………………………………………………………………
………………
(Signature) (In the Capacity of)
Duly authorized to sign bid for and on behalf of

10.2 Annexure - 2 Functional Technical Requirements

The format for Functional & Technical Requirements is attached separately as a file **"Annexure 2 – Functional & Technical Requirements**" along with the RFP

10.3 Annexure -3 Commercial Bill of Material

The format for Commercial Bill of Material is attached separately as a file "**Annexure 3 – Commercial Bill of Material**" along with the RFP

10.4 Annexure - 4 Manufacturer's Authorization Form

Note: This authorization letter shall be printed on the letterhead of all the original equipment manufacturer (OEM) and shall be signed by a competent person having the power of attorney to bind the manufacturer.

To,
The Chief Executive Officer,
Kolhapur District Central Co-operative Bank Ltd.
Head Office: 1092, E Ward, Shahupuri,
Kolhapur, Pin – 416001

Dear Sir,

Subject: RFP No.: IT/2026-27/003 dated 10/09/2026

We who are established and reputable manufacturers/ producers of _________________________ having factories/ development facilities at (address of factory/ facility) do hereby authorize M/s ____________________ (name and address of the bidder) to submit a bid and sign the contract with you against the above bid invitation.

We hereby extend our full guarantee and warranty for the solution, products and services offered by the above firm against this bid invitation.

We also undertake to provide any or all of the following materials, notifications and information pertaining to the products manufactured or distributed by the bidder:

- Such products as KDCC may opt to purchase from the bidder, provided, that this option shall not relieve the bidder of any warranty obligations under the contract; and In the event of termination of production of such products:
- Advance notification to KDCC of the pending termination, with sufficient time to permit KDCC to procure needed requirements; and
- Following such termination, furnishing at no cost to KDCC, the blueprints, design documents, operations manuals, standards, source codes and specifications of the products, if requested.

We duly authorize the said firm to act on our behalf in fulfilling all installations, technical support and maintenance obligations required by the contract.

We further certify that, we abide for all terms & conditions mentioned in the bid including delivery timelines & in case the authorized distributor/ system integrator is not able to meet its obligations as per contract during contract period, we, as the OEM, shall perform the said obligations with regard to their items by ourselves or through alternate & acceptable service provider

Place:

Date: Seal and signature of the OEM

Name :

Email:

10.5 Annexure - 5 Letter of Confirmation

To,

The Chief Executive Officer,
Kolhapur District Central Co-operative Bank Ltd.
Head Office: 1092, E Ward, Shahupuri,
Kolhapur, Pin – 416001

Subject: Ref: RFP No.: IT/2026-27/003 dated 10/09/2026

Dear Sir,

We confirm having submitted the Bid and annexures in accordance with the said RFP. The details submitted by us are true and correct to the best of our knowledge and if it is proved otherwise at any stage of execution of the contract, Kolhapur District Central Co-operative Bank has the right to summarily reject the proposal and disqualify us from the process.

We confirm that we will abide by the conditions mentioned in the Tender Document (RFP and annexure) in full or in accordance with the deviations in "Terms & Conditions" accepted by the bank.
We, hereby acknowledge and confirm, having accepted that the Bank can at its absolute discretion, apply whatever criteria is deemed appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of bidders.

We shall observe confidentiality of all the information passed on to us in course of the tendering process and shall not use the information for any other purpose than the current tender.
We also confirm that we have not been blacklisted by any Govt. Department/ PSU/PSE or Banks or otherwise not involved in any such incident with any concern whatsoever, where the job undertaken/performed and conduct has been questioned by any authority, which may lead to legal action.

Place:
Date:
SEAL **(Authorized Signatory)**

10.6 Annexure - 6 Letter of Confirmation with Hard Copy

To, Date: DD/MM/YYYY
The Chief Executive Officer,
Kolhapur District Central Co-operative Bank Ltd.
Head Office: 1092, E Ward, Shahupuri,
Kolhapur, Pin – 416001

RFP Ref. No.: IT/2026-27/003 dated 10/09/2026

Dear Sir,

Further to our proposal dated XX/XX/2026, in response to the Request for Proposal (KDCC Bank's tender no. **RFP Ref. No.: IT/2026-27/003 dated 10/09/2026** hereinafter referred to as "RFP") issued by Kolhapur District Central Co-Operative Bank Ltd. ("KDCC Bank") we hereby covenant, warrant and confirm as follows:

The soft copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original tender documents issued by KDCC Bank, conform to and are identical to the hard copies of the aforesaid proposal required to be submitted by us, in all respects.

Signature of witness	Signature of the Bidder
Date:	Date:
Place:	Place:

10.7 Annexure - 7 Self Declaration of not been declared Blacklisted

(To be submitted on the letter head of the bidder)

To,
The Chief Executive Officer,
Kolhapur District Central Co-operative Bank Ltd.
Head Office: 1092, E Ward, Shahupuri,
Kolhapur, Pin – 416001

Sir/Madam,

In response to the **RFP Ref. No.: IT/2026-27/003 dated 10/09/2026**. Ms./Mr._______, as a_____________ , I / We hereby declare that our firm/organization/company/CEO/Director/Any Senior Management/Signing Authority is having unblemished past record and have not been declared blacklisted by any Central/State Government/PSU institution and there has been no pending litigation with any government department. I/We further declare that our company has not defaulted in executing any Government order in the past.

Signature of witness	Signature of the Bidder
Date:	Date:
Place:	Place:

10.8 Annexure - 8 Authorization Letter

To, Date: DD/MM/YYYY
The Chief Executive Officer,
Kolhapur District Central Co-operative Bank Ltd.
Head Office: 1092, E Ward, Shahupuri,
Kolhapur, Pin – 416001

RFP Ref. No.: IT/2026-27/003 dated 10/09/2026

Sir/Madam,

Ms. /Mr._____is hereby authorized to sign relevant documents on behalf of the firm/organization/

company in dealing with the **RFP Ref. No.: IT/2026-27/003 dated 10/09/2026,** She/he is also authorized to attend meetings & submit the commercial information as may be required by you in the course of processing above said application.

Thanking you,

Authorized Signatory

10.9 Annexure - 9 Bidder's Information

RFP Ref. No.: IT/2026-27/003 dated 10/09/2026

Name of the Bidder	
Constitution & Year of Establishment Company Registration Number	
Registered Office/Corporate office Address	
Mailing Address	
Name and designations of the persons authorized to make commitments to KDCC Bank	
Telephone Fax e-mail	
Name & Addresses of Directors/Promoters	
Annual turnover of the bidder: Amount in INR Crore 2022-2023: 2023-2024: 2024-2025:	
Existing Client Details Clients Details a) Bank Names b) Contact Person Name c) Contact No. d) Email Id	

Signature of the Bidder

Date:

Place:

10.10Annexure - 10 Checklist Details

To, Date: DD/MM/YYYY
The Chief Executive Officer,
Kolhapur District Central Co-operative Bank Ltd.
Head Office: 1092, E Ward, Shahupuri,
Kolhapur, Pin – 416001

Subject: RFP Ref. No.: IT/2026-27/003 Date: 10/09/2026

Dear Sir,
The checklist details below are attached and submitted with the technical proposal. Soft copies of the technical documents (on CD/Pen Drive/USB HDD) will also be provided along with the hard copy of the Technical Proposal at the address mentioned.

Sl. No.	Particulars	Documents Attached (Yes/No)
1	Annexure 1: Covering Letter	
2	Annexure 2: Functional Technical Requirements (FTR)	
3	Annexure 4: Manufacturer’s Authorization Form	
4	Annexure 5: Letter of Confirmation	
5	Annexure 6: Letter of Confirmation with Hard Copy	
6	Annexure 7: Self-Declaration for not been Blacklisted	
7	Annexure 8: Authorization Letter	
8	Annexure 9: Bidder’s Information	
9	Annexure 11: Non-Disclosure Agreement	
10	Technical Document	
11	Other documents / information as requested in this SOW	

Annexure 3: COMMERCIAL BILL OF MATERIAL has been submitted. Soft copies of the commercial documents (/Pen Drive/) will also be provided along with the hard copy of Commercial Proposal at the address mentioned. We confirm that there is no price disclosure in the Technical Proposal submitted by us.
KDCC Bank or the appointed Internal Committee may ask for additional details with respect to the Proposal and same shall be provided by us within the stipulated timeframe.
Place:
Date:
SEAL (Authorized Signatory)

10.11 Annexure - 11 Non-Disclosure Agreement

(On Rs.500 non-Judicial stamp paper)

This Non-Disclosure Agreement made and entered into at………………….This…………………..day of………….2026.

BY AND BETWEEN

……………………………… Company Limited, a company incorporated under the

Companies Act, 1956 having its registered office at …………. (Hereinafter referred to as "the Bidder" which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART;

AND

Kolhapur District Central Co-operative Bank Ltd., a district central co-operative bank having its Head Office at Post Box No:1092, E Ward, Shahupuri, Kolhapur , Maharashtra - 416001 (hereinafter referred to as "Bank" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

The Bidder and Kolhapur District Central Co-operative Bank are hereinafter collectively referred to as "the Parties" and individually as "the Party"

WHEREAS:

1. Kolhapur District Central Co-operative Bank is engaged in the business of providing financial services to its customers and intends to engage Bidder for Audit and Compliance Management Solution

2. In the course of such assignment, it is anticipated that Kolhapur District Central Co-operative Bank or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the Bidder some Confidential Information (as hereinafter defined), to enable the Bidder to carry out the aforesaid assignment (hereinafter referred to as " the Purpose").

3. The Bidder is aware and confirms that all information, data and other documents made available in the RFP/Bid Documents/Agreement /Contract or in connection with the Services rendered by the Bidder are confidential information and are privileged and strictly confidential and or proprietary of Kolhapur District Central Co-operative Bank. The Bidder undertakes to safeguard and protect such confidential information as may be received from Kolhapur District Central Co-operative Bank.

NOW, THEREFORE THIS AGREEMENT WITNESSED THAT in consideration of the above premises and Kolhapur District Central Co-operative Bank granting the Bidder and or his agents, representatives to have specific access to Kolhapur District Central Co-operative Bank property / information and other data it is hereby agreed by and between the parties hereto as follows:

1. Confidential Information:

(i) “Confidential Information” means all information disclosed/furnished by Kolhapur District Central Co-operative Bank to the Bidder whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the Bidder to carry out the proposed Implementation assignment and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential"; Provided the oral information is set forth in writing and marked "Confidential" within seven (7) days of such oral disclosure.

(ii) The Bidder may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the Purpose stated above.

Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within seven (7) days of such disclosure. Confidential Information does not include information which:

(a) is or subsequently becomes legally and publicly available without breach of this Agreement by either party,

(b) was rightfully in the possession of the Bidder without any obligation of confidentiality prior to receiving it from Kolhapur District Central Co-operative Bank,

(c) was rightfully obtained by the Bidder from a source other than Kolhapur District Central Co-operative Bank without any obligation of confidentiality,

(d) was developed by for the Bidder independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or is/was disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Bidder shall, unless prohibited by law or regulation, promptly notify Kolhapur District Central Co-operative Bank of such order and afford Kolhapur District Central Co-operative Bank the opportunity to seek appropriate protective order relating to such disclosure.

(e) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality.

(f) is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient. Confidential Information shall at all times remain the sole and exclusive property of the disclosing party. Upon termination of this Agreement, Confidential Information shall be returned to the disclosing party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the parties.

Nothing contained herein shall in any manner impair or affect rights of Kolhapur District Central Co-operative Bank in respect of the Confidential Information.

In the event that any of the Parties hereto becomes legally compelled to disclose any

Confidential Information, such Party shall give sufficient notice to the other party to enable the other Party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Agreement without the prior written consent of the other party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving party applies to its own similar confidential information but in no event less than reasonable care.

The obligations of this clause shall survive the expiration, cancellation or termination of this Agreement

2. Non-disclosure: The Bidder shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Bidder who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Bidder shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Bidder may disclose Confidential Information to others only if the Bidder has executed a Non-Disclosure Agreement with the other party to whom it is disclosed that contains terms and conditions that are no less restrictive than these presents and the Bidder agrees to notify Kolhapur District Central Co-operative Bank immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.

Notwithstanding the marking and identification requirements above, the following categories of information shall be treated as Confidential Information under this Agreement irrespective of whether it is marked or identified as confidential:

a) Information regarding Kolhapur District Central Co-operative Bank and any of its Affiliates, customers and their accounts (“Customer Information”). For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 10% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity; or

b) any aspect of Kolhapur District Central Co-operative Bank's business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right; or

c) business processes and procedures; or

d) current and future business plans; or

e) personnel information; or

f) financial information.

3. Publications: The Bidder shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this 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 Kolhapur District Central Co-operative Bank.

4. Term: This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by Kolhapur District Central Co-operative Bank, whichever is earlier. The Bidder hereby agrees and undertakes to Kolhapur District Central Co-operative Bank that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further promptly return or destroy, under information to Kolhapur District Central Co-operative Bank, all information received by it from Kolhapur District Central Co-operative Bank for the Purpose, whether marked Confidential or otherwise and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The Bidder further agree and undertake to Kolhapur District Central Co-operative Bank to certify in writing upon request of Kolhapur District Central Co-operative Bank that the obligations set forth in this Agreement have been complied with.

Any provisions of this Agreement which by their nature extend beyond its termination shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain

5. Title and Proprietary Rights: Notwithstanding the disclosure of any Confidential Information by Kolhapur District Central Co-operative Bank to the Bidder, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with Kolhapur District Central Co-operative Bank.

6. Remedies: The Bidder acknowledges the confidential nature of Confidential Information and that damage could result to Kolhapur District Central Co-operative Bank if the Bidder breaches any provision of this Agreement and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof, Kolhapur District Central Co-operative Bank may suffer immediate irreparable loss for which monetary compensation may not be adequate. Kolhapur District Central Co-operative Bank shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibiting the Bidder, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement.

Any claim for relief to Kolhapur District Central Co-operative Bank shall include Kolhapur District Central Co-operative Bank’s costs and expenses of enforcement (including the attorney's fees).

7. Entire Agreement, Amendment and Assignment: This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and supersedes any and all prior oral discussions 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 right granted hereunder shall be assignable or otherwise transferable.

8. Governing Law: The provisions of this Agreement shall be governed by the laws of India and the competent court at Kolhapur shall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similar jurisdictions.

9. Indemnity: The Bidder shall defend, indemnify and hold harmless Kolhapur District Central Co-operative Bank, its affiliates, subsidiaries, successors, assigns and their respective officers, directors and employees, at all times, from and against any and all claims, demands, damages,

assertions of liability whether civil, criminal, tortuous or of any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties made by the Bidder. and/or breach of any provisions of this Agreement, including but not limited to any claim from third party pursuant to any act or omission of the Bidder, in the course of discharge of its obligations under this Agreement.

10. General: The Bidder shall not reverse - engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder.

All Confidential Information is provided “as is”. In no event shall Kolhapur District Central Co-operative Bank be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by Kolhapur District Central Co-operative Bank constitutes any representation, warranty, assurance, guarantee or inducement with respect to the fitness of such Confidential Information for any particular purpose.

Kolhapur District Central Co-operative Bank discloses the Confidential Information without any representation or warranty, whether express, implied or otherwise, on truthfulness, accuracy, completeness, lawfulness, merchantability, fitness for a particular purpose, title, non-infringement, or anything else.

11. Waiver: A waiver (whether express or implied) by Kolhapur District Central Co-operative Bank of any of the provisions of this Agreement, or of any breach or default by the Bidder in performing any of the provisions hereof, shall not constitute a continuing waiver and such waiver shall not prevent Kolhapur District Central Co-operative Bank from subsequently enforcing any of the subsequent breach or default by the Bidder under any of the provisions of this Agreement.

In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written.

For and on behalf of -------------

( )

(Designation)

For and on behalf of Kolhapur District Central Co-operative Bank Ltd.,

( )

(Designation)