



AHMEDNAGAR DISTRICT CENTRAL CO-OPERATIVE BANK LTD.



INFORMATION TECHNOLOGY DEPARTMENT

**HEAD OFFICE: Ahmednagar District Central Co-op. Bank
Ltd.,**

42, Station Road, Ahilyanagar.

Pin – 414001

**REQUEST FOR PROPOSAL (RFP)
FOR
PF Trust Solution**

REF No.: Computer/Tender/2026-27/003

Release Date: 28/04/2026

PARTICULARS	DEADLINE
Availability of Bid Document on the website	28/04/2026
Last date for receiving queries through e-mail:	02/05/2026 Up to 3: 00 PM
Last date of bid submission along with Commercial Bid	07/05/2026 up to 5:00 PM
Bank email id for RFP related communication	computer@adccbagnagar.bank.in

The above dates are likely to remain unchanged. However, Bidders should check website <https://www.adccbagnagar.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.

**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.



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1. Introduction

Ahmednagar District Central Co-operative Bank Ltd., (ADCCB) Ahilyanagar is a District Co-operative bank in Western region of Maharashtra. The bank is having 298 branches and Head Office have computerized entire operation using Core Banking Solution. ADCC Bank (herein after called 'the Bank) intends to implement PF Trust Solution. The Bank is inviting proposals from provider for PF Trust Solution.

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

2. Scope of Work

The detailed scope of work along with Functional and Technical Requirements for **Ahmednagar District Central Co-operative Bank Ltd.** as per the technical/ functional specification given in the RFP which includes inter alia the following:

i.General Service Requirements:

- a. **Performance Requirements:** PF Trust Solution shall be provided with an uptime of 99.982%.
- b. **Scalability Requirements:** The solution should provide high scalability to accommodate additional employees, users, branches, checklists, levels with all the features/ services enabled for all the users.
- c. **MIS Report Generation Requirements:** The solution should provide standard MIS and reports for Administrators to monitor and manage the solution and real-time view of the status of audits, compliances, pendency's, status of audit, status of compliance etc.
- d. **Audit Trail & Logging Requirement:** The solution should maintain and manage the logs for all the necessary services used by .
- e. **Admin Console:** An Admin console of the system needs to be provided to for monitoring of the system performance, uptime details, issues etc.
- f. **Features of PF Trust Solution:** The expected features from the PF Trust are listed in the **Annexure 2- Functional and Technical Requirements**

iii.Regulatory / Compliance Requirements:

The Solution should comply with all the Regulatory/ Compliance guideline of the / Regulatory authority in India like RBI, NABARD, EPFO, Employee Welfare Department, Ministry of Workers Welfare etc. The Bank has right to change the compliance/ guideline at any point of time and the bidder has to comply with the guidelines.

iv.Assessment:

- a. Assessment of Bank's current practices, compliance status, risks associated, risk matrix, areas or risk.
- b. Areas of Investment, Accounts, Securities, Loans etc.

v.Planning:

- a. Prepare pre and post checklist.
- b. Define role definition and orientation approach.
- c. Define user education/ training approach.
- d. Define project charter and escalation matrix.
- e. Define migration approach for moving all user data from the trial tenant to the licensed tenant seamlessly.
- f. Define infrastructure access methodology, transition framework, facilities access.

vi.One-time Activities:

- a. Migration of Bank's Legacy PF Trust data:
Currently, Bank is using FoxPro based PF Trust solution developed inhouse. The Bidder is responsible for migration of Bank's Legacy System Data to the new system as mentioned below but not limit to:



- The Bidder is required to complete the migration within 2 month from the date of installation of all the respective components and applications.
 - The Bidder should ensure the smooth migration of the components data to continue to meet ADCC's business requirements in a way that minimizes unplanned business interruptions. The Bidder will be responsible for planning, preparing and submitting an Implementation Plan to ADCC.
 - The Bidder will have the sole responsibility for implementation of the new components. All preparation and planning for such implementation must be completed during the Migration Period.
 - The Bidder will explain how and when it will implement the migration activities, describe how it will migrate components from ADCC's current environment. The Bidder will include a Migration Project Plan indicating the tasks, timeframes, resources, and responsibilities associated with the transition activities.
- b. Creation of User Accounts: Creation of Role based User for Accessing the System
 - c. Defining the PF Trust Policies in the system.
 - d. Defining the Bank's existing PF Trust Operations status
 - e. A mechanism to extract all data that are required for Bank's PF Trust activities.

vii.Solution Implementation:

- a. The Bidder shall implement the solution as required to meet the requirements of .
- b. Team deployed by the Bidder to implement the solution should be competent and proficient to implement the solution as per scope of work
- c. The Bidder must furnish an undertaking confirming on the valid contract(s) with OEM whose products the bidder would be obtaining for the purposes of performance of its services as contemplated in this RFP and the subsequent Contract.
- d. Procurement of the necessary solutions and the corresponding hardware, software, database etc. required for implementing these solutions. Bank will provide the required space & power to implement these solution in DC for optimum uptime.
- e. Bidder to propose, supply, install, manage and maintain the necessary hardware along with OS, database licenses, ancillary applications required for PF Trust Solution for entire project tenure.
- f. The Bidder is expected to size the Hardware/appliance/storage capacity as per the requirements mentioned in this RFP which will be seamlessly work for 5 years.
- g. Bidder should provide a storage capacity such that the storage never crosses threshold of 80% of total capacity and servers or other hardware beyond 70% performance threshold till the contract period. In case it crosses performance threshold more than an instance the same has to be upgraded by bidder free of cost.

viii.User Training:

- a. Bidder shall provide online training sessions.
- b. Bidder shall provide online training sessions in the first three months to Admin users covering technical areas to IT Team.
- c. Bidder shall provide user manual (soft copy/ hard copy) after training session.
- d. Detailed training methodology, schedule, duration, venue etc. shall be finalized in consultation with successful bidder.

ix.Post Implementation Service and Support:

- a. The bidder is responsible to maintain and support of PF Trust 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



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- 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.
- b. 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.

x.Documentation:

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

- a. Enterprise Agreement
- b. OEM Authorization letter
- c. Project Documentation – Service Architecture, Implementation & Roll-out plan, Data Migration Plan.
- d. SOP Document for remote users for operating all the service components.
- e. User Training material in soft copy



3. 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 and other Documentary evidence to be attached
2	The Bidder should have minimum average Annual Turnover of INR 1.50 Crore in the last three financial years (2023-24,24-25,25-26)	Balance Sheet, Statutory Auditor Certificate or Certificate from the Company Secretary/Chartered Accountant of the Bidder clearly specifying the Annual Turnover for the specified years. Provisional Balance Sheet can be considered for FY 2025-26.
3	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
4	The Bidder should have valid GSTIN- (Copy of GSTIN)	Copy of GSTN certificate to be submitted
5	The bidder Should have experience of providing PF Trust solution in at least Three (03) Cooperative Banks in India out of which One (01) should be State Cooperative/ DCC Banks in last Seven (07) Years.	PO copy/ Credential letter/ Contract agreement to provide.
8	Mandatory Undertaking of compliance of all features as mentioned above in scope of Work.	Undertaking on Bidders Letter Head.
9	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.

4. Evaluation Procedure

The competitive bids shall be submitted in three stages:

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

4.1 Objective of Evaluation Process

- a. 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 ADCC 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.
- b. 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.
- c. Through this RFP, ADCC 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 6: Service Levels



4.2 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. ADCC Bank also reserves the right to communicate reference site at the Bidder's client sites. Based upon the final technical scoring, short listing would be made of the eligible Bidders for final commercial bidding.

4.3 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 the technical evaluation, shall be invited for commercial evaluation.

4.3.1 Preliminary Examination of Offers

The Bank will scrutinize the offers to determine their completeness (including signatures from the relevant personnel), errors, omissions in the technical & commercial offers of respective Bidders. The Bank plans to, at its sole discretion, waive any minor non- conformity or any minor deficiency in an offer. The Bank reserves the right for such waivers and the Bank's decision in the matter will be final.

4.3.2 General Eligibility Criteria

ADCC 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 3 will be considered for technical evaluation. Any credential/supporting detail mentioned in Section 3 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.

4.3.3 Technical Bid Evaluation Criteria

The Technical Proposals of only those Bidders shall be evaluated who have satisfied the eligibility criteria bid. ADCC 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 ADCC 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:

S. No.	Technical Evaluation	Evaluation Approach
1	Compliance to Annexure 2 – Functional & Technical requirements	<ul style="list-style-type: none"> The Bidder is required to submit the compliance to Annexure 2 - Functional & Technical requirements. (Max 40 Marks) <p>Note:</p> <ul style="list-style-type: none"> 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 ADCC Bank. The PF Trust Solution shall comply more than 90% score. Bank having 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	<ul style="list-style-type: none"> ➤ The Bidder should have minimum average Annual Turnover of INR 1.50 Crore in the last three financial years (2023-24,24-25,25-26) (Max 10 Marks) • More than Rs. 2 Crore (10 Marks) • Between Rs. 1.50 Crore to Rs. 2 Crore (07 Marks)
3	Bidder's capability and experience	<ul style="list-style-type: none"> ➤ The bidder Should have experience of providing PF Trust solution in at least Three (03) Cooperative Banks in India out of which One (01) should be State Cooperative/ DCC Banks in last Seven (07) Years. (Max 20 Marks) • If the bidder provides credentials for more than Six (06) Cooperative Banks in India out of which Four (04) should be State Cooperative/ DCC Banks in last Seven (07) Years. (20 Marks) • If the bidder provides credentials for minimum Four (04) Cooperative Banks in India out of which Two (02) should be State Cooperative/ DCC Banks in last Seven (07) Years. (14 Marks) • If the bidder provides credentials for Three (03) Banks in India out of which One (01) should be State Cooperative/ DCC Banks in last Seven (07) Years. (10 Marks)
3	Technical Presentation and Product	The bidders will be required to make presentations to supplement their bids, showcase overall solution proposed. ADCC will schedule presentations



S. No.	Technical Evaluation	Evaluation Approach
	Demonstration	<p>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 ADCC may result in the rejection of the proposal.</p> <p>Bidder is expected to cover the following point in its presentation:</p> <ul style="list-style-type: none"> • Bidder's capability • Approach and Methodology and Project delivery plan • PF Trust Demonstration/live <p>Maximum Marks 30-</p>

4.4 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 ADCC 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 breakdown, 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 ADCC 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 ADCC Bank, ADCC 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 ADCC 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. ADCC Bank may drop any component of the proposed solution prior to finalization of order or delay its procurement at ADCC Bank's sole discretion.
11. ADCC 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. ADCC 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.

4.5 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% & 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 ADCC 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 ADCC 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 ADCC Bank without any extra cost along with all other services.

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

(Minimum Commercial Quote/Quoted Price) x30% + (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 ADCC Bank shall be final, conclusive and binding on the Bidders.

ADCC 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 ADCC Bank, it will be presumed by ADCC 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 ADCC Bank without any extra cost along with all other services.

5. Instructions to the Bidders

5.1 Two- Bid System Tender

- i. Bidders are required to submit the Eligibility cum Technical Bid and Commercial bid in physical form as per the submission timeline. The Language of Bid should be in English.
- ii. 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.
- iii. 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.

5.2 Submission of Technical Bid:-

- i. 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 PF Trust ”**.
- ii. All the formats need to be filled in exactly as per the pro -forma given in the Annexures and any deviation is likely to cause rejection of the bid.
- iii. The Bank shall not allow/permit changes in the technical specifications once it is submitted.
- iv. 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.
- v. Non-submission or partial submission of the information along with the offer may result in disqualification of the bid of the concerned bidder.
- vi. The Technical Bid must not contain any price information.
- viii. 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.
- ix. The bidder should submit the required documents with proper index and page number on each page
- x. The Bidder shall prepare two copies of the Technical bid clearly marking each **“Original Technical Bid for “Technical Bid for PF Trust ”** and **“Technical Bid for PF Trust ”**. In the event of any discrepancy between them, the original shall govern. Original copy of bid security should be submitted with the Original Bid.
- xi. 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.
- xii. 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 persons signing the bid.
- xiii. 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.
- xiv. The Bidders shall seal the original and copy bids separately.
- xv. 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.

xvi. All the inner and outer envelopes shall be addressed to the Bank at the address given below:

The Chief Executive Officer
Ahmednagar District Central Co-operative Bank Ltd.
Head Office: 42, Station Road, Ahilyanagar
Pin - 414001

xvii. If any inner envelope is found to contain both technical and commercial bids, then that bid will be rejected summarily.

5.3 Submission of Commercial Bid:

- i. 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 PF Trust**".
- ii. 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.
- iii. 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"
- iv. Please note that if any envelope is found to contain both technical & commercial offer, then that offer will be rejected outright.
- v. The envelope must be super-scribed with the following information:
 - a. **RFP Reference Number.**
 - b. **Name and Address of Bidder.**

5.4 For any query the bank's email id is as follows:

computer@adccbannagar.bank.in

5.5 Bid Security - Earnest Money Deposit (EMD)

The bidder shall furnish as part of its bid, bid security of INR 1,00,000/- (Rupees One Lacs Only) in the form of RTGS/NEFT only (A/c. No.: 017511029000129, IFSC : ICIC00ADCCB / AHDC0000175, Bank Name: - The Ahmednagar District Central Cooperative Bank Ltd, Branch:: Station Road, Ahilyanagar). 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.

5.6 Security Deposit - Successive bidder have to submit security Deposit of 5% of total cost of project in the form of Bank Deposit with Ahmednagar DCC Bank. The period of the deposit will be 66 months and Bank will provide applicable interest rate for the period.

5.7 The bid security will be refunded to:

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

5.8 Cost of Bid - Rs.10,000/- + Rs. 1,800/- (GST) = Rs. 11,800/- (Ten Thousand Eight Hundred Only) in the form of NEFT only (A/c. No.: 017511029000129, IFSC : ICIC00ADCCB / AHDC0000175, Bank Name: -The Ahmednagar District Central Cooperative Bank Ltd, Branch:: Station Road, Ahilyanagar). 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.

5.9 The bidder should have service Centre at Ahilyanagar/Pune.

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



6. Penalty & Service Level

6.1 Penalty for Delayed Delivery

Any short shipment or non-delivery of hardware components within the timelines i.e within 8 weeks of acceptance of PO by successful bidder will attract a penalty of 0.25% of the value of license cost, for each day of delay.

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.

6.2 Service Levels

6.2.1 Availability

1. The BIDDER agrees to maintain on a continuous basis the availability of the PF Trust solution at least 99.982%, to be computed on quarterly basis through the solution level.
2. The Bank shall calculate Availability Report based on the calls reported over mail and final resolution received after confirmation by the user on quarterly basis and a review shall be conducted based on this report.
3. All Availability Measurements will be on a quarterly basis for the purpose of Service Level reporting.
4. For the purpose of availability, the service window will be 24*365.

Parameter	Committed Service Level	Performance Category Allocation	Measured
Availability of applications entire IT Infrastructure	99.982%	100%	Quarterly Availability Report

6.2.2 Penalty Calculation (Uptime)

1. System availability is defined as:

$$\{(\text{Scheduled operation time} - \text{system downtime}) / (\text{scheduled operation time})\} * 100\%$$

Where:

- i. "Scheduled operation time" means the scheduled operating hours of the System for the month. All planned downtime on the system would be deducted from the total operation time for the month to give the scheduled operation time.
 - ii. "System downtime" subject to the SLA, means accumulated time during which the System is not available to the Bank's users due to in-scope system or infrastructure failure, and measured from the time the ticket is allocated to Bidder or logged in by Bank in the helpdesk with the Bidder or the failure is known to the Bidder from the availability measurement tools to the time when the System is returned to proper operation. Any denial of service to the Bank users would also account as "System downtime"
2. In case Actual Service Level for any quarter is below 99.982 the Recurring charges payment shall be deducted as Penalty as mentioned below:



Quarterly Service Availability	Applicable Penalty
99.982% - 99.8% quarterly service availability	5% of Quarterly Recurring charges
99.8% - 99% quarterly service availability	10% of Quarterly Recurring charges
99% - 98% quarterly service availability	20% of Quarterly Recurring charges`
Less than 98% quarterly service availability	50% of Quarterly Recurring charges
Less than 98% for continuous 3 quarters	Bank may terminate the service

Quarterly Availability Penalty shall be deducted from payment subject to a maximum of 50% of the Quarterly Recurring Charges invoice amount within overall penalty cap of 10% of total contract value.

- The following escalation matrix will be applicable for issues reported:

Sl. No.	Support Level	Designation	Elapsed Time
1	L-1	Support Engineer	2 Hours
2	L-2	Senior Support Engineer	4 Hours
3	L-3	Project Manager	8 Hours
4	L-4	Delivery Head	12 Hours

7. 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.

8. Indemnity

The Bidder shall, at its own cost and expenses, defend and indemnify ADCC 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 ADCC bank is required to pay compensation to a third party resulting from such infringement etc., the Bidder will bear all expenses including legal fees. ADCC 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 ADCC Bank, at its own cost and expenses, against all losses/damages, which ADCC 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 ADCC Bank or its employees.

9. Termination for Convenience

ADCC 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 ADCC Bank's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.



10.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. ADCC 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 ADCC 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 ADCC Bank and the same shall be required to be acknowledged by ADCC Bank. The reverse transition mechanism would typically include services and tasks that are required to be performed/rendered by the Bidder to ADCC Bank or its designee to ensure a smooth handover and transitioning of ADCC Bank's deliverables, maintenance, and facility management.

In case ADCC 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 ADCC Bank. Unless mutually agreed, the rates shall remain firm. The Bidder agrees that ADCC 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. ADCC 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 ADCC 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.

11.BOM (Bill of Material)

Sl. No.	Description	Qty.	MAF required (Y/N)
1	Setup of PF Trust	1 Nos.	NA
2	Supply of PF Trust .	1 Nos.	Yes
3	Supply of Hardware required for PF Trust	1 Nos.	Yes
4	ATS of PF Trust Software for 5 Years	1 Nos.	NA

Note: Items are to be supplied with OEM ATS including upgrades, updates, and patches for a period of Five years from date of installation/ commissioning.



12. Commercial Bid Format

The format for Commercial Bill of Material is attached separately as a file “Annexure 3 - Commercial Bill of Material” along with the RFP

*The L1 bidder shall be evaluated on the base of the Composite rate as per attached Annexure 3 - Commercial bill of Material.

Terms:

1. The quoted price is valid for next 1 year of contract signoff. Bank may purchase additional quantity based on unit price derived from the commercials submitted in next 1 year.
2. Taxes are extra at actuals
3. If any changes in taxes during the project tenure the same will be borne by the bank.

13. 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. ADCC 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 materials”. 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.

- 1) The component wise payment will be as mentioned below
 - i. **License cost :**
 - A. 70% amount will be paid after delivery, installation and successful go-live of the solution and sign off from the Bank.
 - B. Remaining 30% amount will be paid after one month from the date of go-live of the solution
 - ii. **Installation and Data Migration cost:**
 - A. 100% after successful installation, commissioning, providing training to staff and go-live and Sign off from the Bank.
 - iii. **Hardware Cost:**
 - A. 70% of the delivered hardware cost would be payable on delivery.
 - B. 30% of the hardware cost would be payable after Go-live on production environment.
 - iv. **Annual Subscription for PF Trust solution and security component:**
 - A. ATS amount will be paid yearly in arrear basis.
- 2) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- 3) Taxes, as applicable, will be deducted/ paid as per the prevalent rules and regulations.



14. Annexures

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

To,
 The Chief Executive Officer
 Ahmednagar District Central Co-operative Bank Ltd.
 Head Office: 42, Station Road, Ahilyanagar
 Pin – 414001

Having examined the RFP (RFP No.: Computer/Tender/2026-27/003 dated 28/04/2026) 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.

Place:

Dated: this day of 2026.

.....

...

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



14.2 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



14.3 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



14.4 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
Ahmednagar District Central Co-operative Bank Ltd.
Head Office: 42, Station Road, Ahilyanagar
Pin – 414001

Dear Sir,

Sub: RFP No.: Computer/Tender/2026-27/003 dated 28/04/2026

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 ADCC 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 ADCC of the pending termination, with sufficient time to permit ADCC to procure needed requirements; and
- Following such termination, furnishing at no cost to ADCC, 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:



14.5 Annexure - 5 Letter of Confirmation

To,

The Chief Executive Officer
Ahmednagar District Central Co-operative Bank Ltd. Head
Office: 42, Station Road, Ahilyanagar
Pin – 414001

Ref: RFP No.: Computer/Tender/2026-27/003 dated 28/04/2026

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, Ahmednagar 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)



14.6 Annexure - 6 Letter of Confirmation with Hard Copy

To,
The Chief Executive Officer
Ahmednagar District Central Co-operative Bank Ltd. Head Office: 42, Station Road, Ahilyanagar
Pin – 414001

RFP No: RFP No.: Computer/Tender/2026-27/003 dated 28/04/2026

Dear Sir,

Further to our proposal dated XX/XX/2026, in response to the Request for Proposal (ADCC Bank's tender no. RFP No.: Computer/Tender/2026-27/003 dated 28/04/2026 hereinafter referred to as "RFP") issued by The Ahmednagar District Central Co-Operative Bank Ltd. ("ADCC 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 ADCC 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

Date:

Place:

Signature of the Bidder

Date:

Place:



14.7 Annexure - 7 Self Declaration of not been declared Blacklisted

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

To,

The Chief Executive Officer

Ahmednagar District Central Co-operative Bank Ltd. Head Office: 42, Station Road, Ahilyanagar

Pin – 414001

Sir/Madam,

In response to the RFP No.: Computer/Tender/2026-27/003 dated 28/04/2026. 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

Date:

Place:

Signature of the Bidder

Date:

Place:



14.8 Annexure - 8 Authorization Letter

RFP No.: Computer/Tender/2026-27/003 dated 28/04/2026

To,

The Chief Executive Officer

Ahmednagar District Central Co-operative Bank Ltd. Head Office: 42, Station Road, Ahilyanagar

Pin – 414001

Sir/Madam,

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

company in dealing with the RFP No.: Computer/Tender/2026-27/003 dated 28/04/2026, 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



14.9 Annexure - 9 Particulars of the Bidder

RFP No.: Computer/Tender/2026-27/003 dated 28/04/2026

Name of the Bidder	
Constitution & Year of Establishment	
Registered Office/Corporate office Address	
Mailing Address	
Name and designations of the persons authorized to make commitments to ADCC Bank	
Telephone Fax e-mail	
Name & Addresses of Directors/Promoters	
Annual turnover of the bidder: Amount in INR Crore 2023-2024: 2024-2025: 2025-2026:	
Existing Client Details Clients Details a) Bank Names b) Contact Person Name c) Contact No. d) Email Id	

Signature of the Bidder

Date:

Place:



14.10 Annexure 10 - 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 Vendor which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART;

AND

The Ahmednagar District Central Co-operative Bank Ltd., a district central co-operative bank having its Head Office at Post Box No:42, Station Road, Ahilyanagar, Maharashtra - 414001 (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 Vendor and The Ahmednagar District Central Co-operative Bank are hereinafter collectively referred to as "the Parties" and individually as "the Party"

WHEREAS:

1. The Ahmednagar District Central Co-operative Bank is engaged in the business of providing financial services to its customers and intends to engage Vendor for PF Trust Solution
2. In the course of such assignment, it is anticipated that Ahmednagar District Central Co-operative Bank or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the Vendor some Confidential Information (as hereinafter defined), to enable the Vendor to carry out the aforesaid assignment (hereinafter referred to as " the Purpose").
3. The Vendor 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 Vendor are confidential information and are privileged and strictly confidential and or proprietary of The Ahmednagar District Central Co-operative Bank. The Vendor undertakes to safeguard and protect such confidential information as may be received from The Ahmednagar District Central Co-operative Bank.

NOW, THEREFORE THIS AGREEMENT WITNESSED THAT in consideration of the above premises and The Ahmednagar District Central Co-operative Bank granting the Vendor and or his agents, representatives to have specific access to The Ahmednagar 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 The Ahmednagar District Central Co-operative Bank to the Vendor whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the Vendor 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 Vendor 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 Vendor without any obligation of confidentiality prior to receiving it from The The Ahmednagar District Central Co-operative Bank,

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

(d) was developed by for the Vendor 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 Vendor shall, unless prohibited by law or regulation, promptly notify The Ahmednagar District Central Co-operative Bank of such order and afford The Ahmednagar 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 The Ahmednagar 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 Vendor 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 Vendor who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Vendor shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Vendor may disclose Confidential Information to others only if the Vendor 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 Vendor agrees to notify The Ahmednagar 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 The Ahmednagar 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 The Ahmednagar 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 Vendor 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 The Ahmednagar 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 The Ahmednagar District Central Co-operative Bank, whichever is earlier. The Vendor hereby agrees and undertakes to The Ahmednagar 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 The Ahmednagar District Central Co-operative Bank, all information received by it from The Ahmednagar 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 Vendor further agree and undertake to The Ahmednagar District Central Co-operative Bank to certify in writing upon request of The Ahmednagar 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 The Ahmednagar District Central Co-operative Bank to the Vendor, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with The Ahmednagar District Central Co-operative Bank.

6. Remedies: The Vendor acknowledges the confidential nature of Confidential Information and that damage could result to The Ahmednagar District Central Co-operative Bank if the Vendor 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, The Ahmednagar District Central Co-operative Bank may suffer immediate irreparable loss for which monetary compensation may not be adequate. The Ahmednagar 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 Vendor, 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 The Ahmednagar District Central Co-operative Bank shall include The Ahmednagar 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 The Ahmednagar shall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similar jurisdictions.

9. Indemnity: The Vendor shall defend, indemnify and hold harmless The Ahmednagar 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, tortious or of any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties made by the Vendor. 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 Vendor, in the course of discharge of its obligations under this Agreement.

10. General: The Vendor 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 The Ahmednagar District Central Co-operative Bank be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by The Ahmednagar 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.

The Ahmednagar 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 The Ahmednagar District Central Co-operative Bank of any of the provisions of this Agreement, or of any breach or default by the Vendor in performing any of the provisions hereof, shall not constitute a continuing waiver and such waiver shall not prevent The Ahmednagar District Central Co-operative Bank from subsequently enforcing any of the subsequent breach or default by the Vendor 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 -----

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(Designation)

For and on behalf of The Ahmednagar District Central Co-operative Bank

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(Designation)