



### **Tender Document**

**Tender Reference Number:** 

CO: INS: 01/2018-19 Dated 24.04.2018

**Request for Proposal** 

For

Supply, Installation, Implementation, Management and Maintenance of Enterprise Fraud Risk Management (FRM)

Solution in the Bank

Cost of Tender Document Rs.10,000/- (Rupees Ten thousand only)





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#### 1. Invitation for Tender Offers

Indian Bank invites sealed tender offers (technical offer and commercial offer separately) from the eligible bidders for **Supply, Implementation, Maintenance and Management** of Enterprise **Fraud Risk Management (FRM) Solution** in the Bank. Bid related details are given below:

Tender Reference	CO:INS:1/2018-19
Date of RFP	24.04.2018
Fees for RFP Document (non- refundable)	Rs.10,000/- (Rupees Ten Thousand only).
Earnest Money Deposit	Rs.30,00,000/- (Rupees Thirty Lakhs only)
Date, Time and Venue of Pre-bid meeting	10.05.2018 at 12.00 Hrs Indian Bank, Corporate Office, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai - 600 014
Last Date, Time and Place for receipts of tender offers	25/05/2018 latest by 15.00 Hrs at Expenditure Department, Indian Bank, Corporate Office, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600014
Date, Time and Place of Technical Bid Opening	25/05/2018 at 15.30 Hrs at Indian Bank Corporate Office, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600014
Address for Communication	Asst. General Manager (Inspection) Inspection Department, Indian Bank, Corporate Office, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai - 600 014
Contact Telephone Numbers	044-25225432, 044-28134031, 044-28134583
Email Id:	muthukrishnan.v@indianbank.co.in venkataramani.t2@indianbank.co.in
Website:	<u>www.indianbank.in</u>

It is essential that all clarifications / queries / suggestions be submitted to Indian Bank to the above mail ids at least one working day before the date of the Pre-bid meeting.

Fees for RFP document Rs. <u>10,000/- (Rupees Ten thousand only)</u> to be paid in the form of Demand Draft issued by a Scheduled Commercial Bank in favour of "Indian Bank" payable at Chennai.

RFP document should be submitted along with the "Technical Offer" on or before the prescribed last date of submission of the tender offers.

Earnest Money Deposit of Rs.30,00,000/- (Rupees Thirty Lakhs only) should be submitted along with the "Technical Offer".

Tender offers (Technical) will be opened, in the presence of the tenderer's representatives who choose to attend the opening of tender. No separate communication will be sent in this regard.

# 2. Background

Indian Bank is a premier Nationalised Bank with over 2700 Branches and having a business of above Rs. 3,59,000 Crores. The Bank had been a forerunner in absorption of technology and has many first to its credit in implementation of IT in banking. The Bank has overseas presence through Branches in Singapore, Colombo & Jaffna and has reciprocal arrangements with various Foreign Banks across the globe. Core Banking Solution has been implemented in all the Branches. Bank has introduced Debit Cards, Credit Cards and Exclusive Credit Card "Bharat



Card" for common man – first of its kind in the Banking industry. Banking services are offered through Multiple Delivery Channels like ATM, Internet Banking, Telebanking, Mobile Banking etc. Bank is also partnering various e-governance initiatives of Govt of India and State Governments. The organizational structure of the Bank consists of Three tiers, Corporate Office (CO), Zonal Offices (ZO) and Branches. The bank is having a customer base of over 450 lakhs and volume of transactions to the tune of 37 lakhs per day with peak transactions up to 50 lakhs and is expected to increase by 20-25 % per year.

# 3. Scope of the Project

Indian Bank intends to procure an "Enterprise FRM Solution" for the Bank. The solution must have compatibility with Core Banking Solution and other channels/transaction systems implemented in our Bank and would include supply, installation, implementation, management and maintenance of all necessary Hardware and Software.

The detailed functional requirements of the solution are specified in point No. 11

# 4. Eligibility Criteria for Bidders (Documentary proof, wherever applicable, to be attached)

The bidder is required to satisfy the following requirements for being eligible for participation in the bidding process.

	Eligibility criteria	Documents required
4.1	The FRM Solution offered should have been implemented in at least one of the scheduled commercial banks (excluding RRBs and co-operative Banks) in India or in a global bank having total business of minimum Rs.2 Lakh Crores or equivalent amount as per Balance Sheet of 31.03.2017. FRM solution offered should figure in the latest Chartis Quadrant.	Documentary proof from the concerned institution for having implemented the solution and is currently in use is to be produced.  In the case of global banks, bidder shall submit necessary documentary proof for the total business of the Bank. Documentary proof from the concerned institution for having implemented the solution and is currently in use are to be produced
4.2	The bidder should have implemented FRM solution or any Software Project worth of Rs.5 crores or above in at least one scheduled commercial bank (excluding RRBs and co-operative Banks) in India or in a global bank having total business of minimum Rs.2 lakh crores or equivalent amount as per Balance Sheet of 31.03.2017.	Documentary proof from the concerned institution for having implemented the solution and is currently in use is to be produced.  In the case of global banks, Bidder shall submit necessary documentary proof for the total business of the Bank. Documentary proof from the concerned institution for having implemented the solution and is currently in use are to be produced
	The Bidder or its Directors or Key persons shall not have any criminal record /background/involvement. There shall not be any FIR registered in their names and /or charge sheet filed against them and /or criminal proceedings pending against them and/or they shall not have been convicted of any criminal offence in the last 3 years preceding to the notification of this Tender	A self declaration from the bidder to this effect should be submitted by the bidder.
4.3	The bidder should be a Limited Company in India and should be in existence for a minimum period of 5 (five) years as on 31.03.2017.	Copy of Certificate of Incorporation issued by the Registrar of Companies to be furnished.



4.4	The bidder should have positive networth for the last three financial years of the bidder.	Certificate from a chartered Accountant supported by Audited Financial Statements (and Annual Reports, if applicable) for relevant years are to be furnished.
4.5	The annual turnover of the bidder should not be less than Rs. 50 Crore for each of the last three financial years of the bidder.	Certificate from a chartered Accountant supported by Audited Financial Statements (and Annual Reports, if applicable) for relevant years are to be furnished.
4.6	The bidder must be able to provide 24 x 7 onsite operational and technical support to the bank at Chennai and Hyderabad	The bidder is required to submit an undertaking and complete details of support centres in the said location.
4.7	The bidder and OEM member should not have been blacklisted by any Bank/PSU/GOI Department as on date of submission of bid.	A self declaration from the bidder and OEM to this effect should be submitted by the bidder. (Format attached)
4.8	The solution/product offered with respect to FRM should be compatible with all the guidelines issued by regulatory/government bodies.	A declaration to this effect is to be submitted by the bidder and OEM.

Photocopies of relevant documents / certificates, duly stamped and signed must be submitted as proof in support of the claims made. The Bank reserves the right to verify /evaluate the claims made by the Bidder independently.

Bids submitted with false declaration or declaration containing misrepresentations or suppression of criminal background as enumerated above will be treated as disqualified and shall not be considered for technical evaluation and the Bank also reserves its right to reject the bid or disqualify the bidder or terminate the contract with the bidder at any stage as and when the criminal background/false declaration/suppression as stated above come to the knowledge of the Bank.

The decision of the Bank in this regard shall be final, conclusive and binding upon the Bidder. The bidder should submit a copy of the RFP duly signed by the authorized person with seal for having accepted the terms and conditions without any deviations.

# 5. Instructions to Bidders

Indian Bank invites the bidder's attention to the following terms and conditions.

The bidder must be the OEM or System Integrator with authorized tie-ups, back-to-back support relationship with the OEM (Original Equipment Manufacturer) for both hardware and software separately and shall be a single point of contact for Indian Bank.

# Pre-bid meeting:

 a) A pre-bid meeting is scheduled to be held at the following address at 12.00 Hrs. or 10.05.2018.

Indian Bank, Corporate Office, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai - 600 014

b) In case the Probable Bidder wants to participate in the Pre-bid Meeting to be held on the date specified in this bid, they should register themselves with the Bank by submitting the cost of Bid Document ie. Rs.10,000/- (Rupees Ten thousand only) (non-refundable) by way of Demand Draft in favour of Indian Bank payable at Chennai. Only those Bidders or their Representatives (Maximum 2 persons per bidder) who have registered



with the Bank can participate in the pre-bid meeting. Such Bidders who have submitted DD for attending pre-bid meeting are not required to submit the DD for cost of Bid Document with the technical bid. Bidders who paid the cost of bid document i.e Rs.10,000 for FRM RFP No.01/2016-17 dated 16.08.2016 are exempted from payment of this cost.

- c) The purpose of the pre-bid meeting is to clarify the doubts of the bidders, if any.
- d) The Bidder is requested to submit any queries/clarifications to the Bank at least one working day before the date of meeting in the format as mentioned in point no 12.
- e) The text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendment/s to the bid document, if any, will be ported in our website.
- f) The bidder who is not attending the pre-bid meeting, shall submit the bid along with a Demand Draft in favour of Indian Bank payable at Chennai for Rs.10,000/- (Rupees Ten thousand only) (non-refundable). Bid submitted without the DD will not be considered.

# 5.1.Two Bid System

Sealed Envelopes Containing Technical Proposal (Technical Bid) should be clearly superscribed as "**Technical Bid –RFP for FRM Solution**". All the documents constitutiting the Technical Bid should be submitted in hard copy and softcopy also. "**Commercial Bid**" will be finalized through online reverse auction. No commercial information should be available in the Technical Bid. The Technical Bid should be submitted at the address given below.

Asst General Manager Expenditure Department Indian Bank, Corporate Office, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai - 600 014

### **Technical Bid:**

- I. The technical bid will be evaluated for technical suitability as well as for other terms and conditions mentioned in Point No 8: Evaluation Process.
- II. It should include introduction to the project.
- III. It should include background of the system integrator / bidder
- IV. It should include the details of all OEMs and a brief write up on partnership of bidder with OEMs.
- V. It should include a brief summary of understanding of the banks requirements, vendor(s) capabilities, solution / product description
- VI. It should include statement of compliance eligibility criteria and requirements.
- VII. It should include necessary documentation in support of Corporate structure, founder and related history of the bidder company, ownership structure, number of years in business and relevant business lines, specific certifications (ISO 17799, bs 7799, etc)
- VIII. It is mandatory to provide the functional & technical details in the exact format as given in the RFP. Correct functional & technical information of the solution being offered must be provided in the structured format. The offer may not be evaluated by Bank in case of non adherence to the format or partial submission of technical details.
  - IX. It should include Fees for tender document (if not submitted at the time of prebid meeting) and EMD amount in the form of a Bank Guarantee.
    - . It should include detailed technical specifications and sizing of the proposed hardware, OS, Data base and other software utility.



- XI. It should include details of all licenses and sizing including server(s) / Processor /Storage / Client software, etc for proposed components.
- XII. It should include compliance with all functional requirements without deviations
- XIII. It should include compliance with all technical requirements without deviations
- XIV. It should include detailed architecture of the proposed solution with various features / functioning of the system / sub-system including fail over methodology, replication methodology with bandwidth and network requirements and strategy at both Primary & DR site.
- XV. It should include Road map on scalability, version upgrade / releases of FRM Solution and upgradation of interface in case of version upgrade in bank's CBS and other channels /transaction systems as well as changes in regulatory / statutory requirements from time to time.
- XVI. It should include details of service support infrastructure of proposed solution.
- XVII. It should include detailed Bill of material for hardware & software components with make and model, without any price information.
- XVIII. The soft copy of the technical bid document (in MS-Word/PDF format) also should be provided to the Bank in a CD/DVD at the time of submission of technical bid. The contents of the softcopy should be same as that of hardcopy submitted in the same order. In case of discrepancy between the softcopy and hardcopy, the version of the hardcopy submitted shall prevail.
  - XIX. The bidder should submit a hard copy of the RFP duly signed by the authorized person with company seal for having accepted the terms and conditions in toto without any deviations.
    - XX. Compliance for the facility Management and training needs required by the Bank. No Addition/alteration to the RFP and its formats is permitted unless the Bank specifies the same to all the Bidders.

# Commercial Bid (Refer Point No.7)

- I. After technical evaluation, only the eligible Bidders will be communicated of the date and time of Online Reverse Auction Process, Business Rules for the Auction and the details of the Agency who shall conduct the Reverse Auction. The bidder should have valid digital certificate to participate in the online reverse auction.
- II. The prices should be quoted in Indian Rupees only.
- III. Commercial bid should include warranty for the hardware, software and the entire solution supplied as part of this contract with onsite support on a 24\*7\*365 basis for a period of 1 year from the date of go live and also Annual Maintenance Charges for hardware, software and the entire solution and onsite manpower support cost for 4 years after the warranty period. Future releases / patches for statutory / regulatory changes as required under the directives of Government of India, Reserve Bank of India etc. should be free of cost till the end of contract period.
- IV. Quoted price should include all charges including delivery, installation, implementation, AMC, onsite support on a 24\*7\*365 basis, etc inclusive of all duties, levies, freight, insurance, warranty/AMC/ATS, etc. and exclusive of all applicable taxes. Octroi/Entry Tax if any, will be reimbursed on submission of original receipts.
- V. Bank will not pay any other charges including traveling charges / visit charges / hotel stay for any travelling / training undertaken by the Bidder's staff / personnel throughout the project.

#### 5.2. Date of Submission

The hard copy of the proposal should reach the Bank on or before 15.00 Hours IST on 25/05/2018. The proposals received later than the above scheduled date and time will not



be accepted. The e-mail address and phone/fax numbers of the bidder should also be indicated on the sealed cover. The details in Technical Bid should be exactly as stipulated, otherwise the offer is liable to be rejected.

# 5.3. Liabilities of Bank

This RFP is not an offer by Bank, but an invitation for bidder responses. No contractual obligation on behalf of Bank whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of Bank and the bidder.

## 5.4. Proposal Process Management

Bank reserves the right to accept or reject any or all proposals, to revise the RFP, to request one or more re-submissions or clarifications from one or more Bidders, or to cancel the process in part or whole without assigning any reasons. Additionally, Bank reserves the right to alter the requirements, in part or whole, during the RFP process, and without re-issuing the RFP. Each party shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP, subsequent presentations and any other meetings during the process.

# 5.5. Date of Bid Expiration

Proposals must be valid for a minimum of 180 days from the date of technical bid submission. Responses must clearly state the validity of the bid and its explicit expiration date. Bank may seek the extension of bid validity, if required.

#### 5.6. Authorization to Bid

Responses submitted by a Bidder to this RFP (including response to functional and technical requirements) represent a firm offer to contract on the terms and conditions described in the Tender document. The proposal must be signed by an official authorized to commit the bidder to the terms and conditions of the proposal. Bidder must clearly identify the full title and authorization of the designated official and provide a statement of bid commitment with the accompanying signature of the official and submit the copy of power of attorney / authority letter authorizing the signatory to sign the bid.

#### 5.7. Bid ownership

The RFP submitted and all supporting documentation/templates are the sole property of Indian Bank and should NOT be redistributed, either in full or in part thereof, without the prior written consent of Bank. Violation of this would be a breach of trust and may, interalia cause the Bidder to be irrevocably disqualified.

#### 5.8. Proposal Ownership

The proposal and all supporting documentation submitted by the Bidder shall become the property of Indian Bank and will not be returned.

#### 5.9.Bid Pricing Information

By submitting a signed bid, the Bidder certifies that:

The Bidder has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition. The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP. No attempt by the Bidder, to induce any other bidder to submit or not to submit a bid for restricting competition, has occurred.

#### 5.10. Confidentiality

The Bidder will be exposed by virtue of the contracted activities to internal business information of Bank, affiliates, and/or business partners. Disclosure of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the Bidder, pre-mature termination of the contract, or legal action against the Bidder for breach of trust. Successful bidder has to enter into Non-disclosure agreement (as per format enclosed) with the Bank. Besides the successful bidder, the employees/representatives of the Bidder who are responsible for the implementation of the project are also required to enter into a Non disclosure Agreement (as per the NDA format prescribed by the Bank for functionaries) in their personal capacity.



# 5.11. Bid Security

The Bidder is required to submit bid security amount (EMD) of Rs. 30,00,000 (Rupees Thirty Lakhs only) by way of a <u>Bank Guarantee valid for at least a period of 225 days</u> from the date of bid submission issued by a Scheduled Commercial bank, in favor of "**INDIAN BANK**" as a part of the proposal. Bank may seek extension of Bank Guarantee, if required.

The said bid security amount (EMD) will be forfeited, if the bidder withdraws his proposal during the period of the proposal validity; or if the bidder, having been notified of the acceptance of its proposal by the purchaser during the period of validity of the proposal fails or refuses to execute the contract in accordance with the RFP.

The Bank Gurarantee towards bid security amount (EMD) of the unsuccessful bidder(s) will be returned after completion of tendering process. However the EMD of successful bidder will be returned after submission of Performance Bank Guarantee (PBG) as mentioned under Point No.5.21.

#### 5.12. Disclaimer

The Bank and/or its officers, employees disown all liabilities or claims arising out of any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of Bank and/or any of its officers, employees.

# 5.13. Right to Reject

Indian Bank reserves the right to reject any or all proposals received in response to the RFP without assigning any reasons thereof.

Bank reserves the right, to waive or modify any formalities, irregularities, or inconsistencies in the bid, which does not prejudice or affect the relative ranking of any bidder, which shall be binding on all bidders.

#### 5.14. Other General Conditions:

- Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the bank.
- Bank reserves the absolute right to reject the offer if it is not in accordance with its requirements and no further correspondence, whatsoever, will be entertained by the Bank in the matter
- Each offer should specify only a single solution which should meet the tender specifications and should not include any alternatives.
- The bidder shall also indemnify Bank against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods, software(s), hardware(s) or any part thereof in India and abroad.
- To assist in the scrutiny, evaluation and comparison of offers Bank may, at its discretion, seek clarification from the bidder/s. The request for clarification and the response shall be in writing/through eMail and no change in the price or substance of the bid shall be sought, offered or permitted.
- In the event of any claim asserted by the third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof, the bidder shall act expeditiously to extinguish such claims. If the bidder fails to comply and Bank is required to pay compensation to a third party resulting from such infringement, the bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. Bank will give notice to the bidder of such claims, if it is made, without delay by fax/e-mail/registered post.
- The bidder shall submit a non-disclosure agreement





## 5.15. Payment Terms

The Bank shall make payments as follows:

5.15.1

1)65% of the cost of Hardware, System Software, Database for items specified in Tables A & B of Prices Schedule, shall be paid on delivery of hardware, System Software, Database at the Bank's Location.

- 2) 20% of the cost of Hardware, System Software, Database for items specified in Tables A & B of Prices Schedule, shall be paid on successful installation of hardware, System Software, Database at the Bank's Location.
- 3) Remaining 10% of the cost of Hardware, System Software, Database, for items specified in Tables A & B of Prices Schedule, shall be paid after successful go live of the FRM solution at the Bank's Location.
- 4) 10% of the cost of FRM solution for items specified in Table C of Prices Schedule, shall be paid on completion of System Requirement Specification (SRS) sign off.
- 5) 40% of the cost of FRM solution for items specified in Table C of Prices Schedule, shall be paid on completion of UAT sign off.
- 6) 35% of the cost of FRM solution for items specified in Table C of Prices Schedule, shall be paid on go live of the FRM solution.
- 7) Remaining 10% of the cost of FRM solution for items specified in Tables C of Prices Schedule, shall be paid on successful DR drill of the FRM solution.

The hardware, systems software, database for DR site to be delivered only after UAT signoff and before go live of the FRM solution

5% of the cost of items specified in Tables A, B and C will be paid at the end of the 5<sup>th</sup> year.

# 5.15.2. Payment on Onsite Support:

The successful bidder has to ensure availability of the manpower requirement as per the RFP. The payment for the Cost of Manpower for onsite support 'TABLE E' will be payable monthly in arrears.

#### 5.15.3. AMC of Hardware and Software:

The AMC cost after warranty period of one year, specified in Table D, shall be paid yearly in advance for the subsequent years.

All hardware, systems software, database, FRM & related softwares, etc. should be maintained with back to back 24\*7\*365 support from the respective OEMs by the bidder till the end of the contract period. All payments will be released only after submission of the proof for the same along with the invoices, request for payment and other related documents.

The successful Bidder must accept the payment terms proposed by the Bank. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the bank.

The bank shall have the right to withhold any payment due to the bidder, in case of delays or defaults on the part of the bidder. Such withholding of payment shall not amount to a default on the part of bank.





# 5.16. Project Implementation Time

The schedule of activities towards implementation of the project are given below:

- I month for preparation of System Requirement Specification (SRS) from the date of issue of purchase order
- 2 months for delivery and installation of hardware, systems software, database, etc. from the date of acceptance of purchase order
- 5 months for customization, parameterization, interface development, etc. from the date of acceptance of purchase order
- > Seven and half months for UAT sign off from the date of acceptance of purchase order
- 9 months for going live including DR activities from the date of acceptance of purchase order
- > Entire solution to go live within 9 months from the date of acceptance of purchase order

#### 5.17. Contract Period

The contract period will commence from the date of acceptance of the Purchase order and will be valid upto a period of Five years from the date of go live in online monitoring mode. The contract is extendable / renewable further at the option of the Bank on mutually agreed rates, before the expiry of the contract period.

#### 5.18 Customization of the Software

On awarding the contract, the bidder should discuss with core users of the Bank for understanding the functioning of the existing system and gap analysis. Bidder shall prepare a customization document based on the gap analysis and other requirements of the RFP. The bidder shall undertake to obtain Bank's approval of the customization documentation and associated project plans before software customization work commences. The customization document should provide the plan in detail based on the criticality of the requirements.

#### 5.19 User Acceptance Test of software

The Bank shall conduct User Acceptance Test (UAT) for the FRM Solution to ensure that all the functional requirements are available & functioning as per RFP. It will be the bidder's responsibility to create the testing environment, test plan and share possible test cases for the Bank's users for testing the product features and the bidder will be required to assist the Bank in the entire testing phase. The BANK will accept the developed/ customized software only after implementation of the software with successful conduct of acceptance testing by its users, including load and performance test. Software will be considered to be accepted only after the BANK issues an acceptance letter to the successful bidder. New Software may be audited for risk analysis and security features by Bank's IS Audit team or a third party bidder appointed by the BANK, if so desired by the BANK.

## 5.20 Penalty Clause

The bidder must strictly adhere to the schedules for completing the assignments. Failure to meet these Implementation schedules, unless it is due to reasons entirely attributable to the bank, may constitute a material breach of the bidder's performance. In the event that the Bank is forced to cancel an awarded contract (related to this RFP) due to the successful bidder's inability to meet the established delivery dates, the bank may take suitable penal actions deemed fit in addition to invocation of performance guarantee.

#### Penalty up to go-live

The bidder shall agree to a penalties structure in accordance with the following:

For delay beyond the implementation schedule:

The Bidder shall be liable to forfeit 0.5% of the cost of the project excluding manpower cost, as per the project implementation timelines, for every week or part thereof subject to maximum of 10% for the delay solely not attributable to Bank. Once the penalty crosses 10%, Bank reserves the right to cancel the contract.



## 5.21. Performance bank guarantee

The successful bidder shall furnish, within 15 days from the date of purchase order, a performance Security in the form of a Bank Guarantee issued by a Scheduled Commercial Bank located in India, in the form provided in the Bidding Documents for an amount equivalent to 10% of the total purchase order value and valid for **75** Months from the date of Guarantee. In case of project getting delayed, Bank will seek extension of the Performance bank guarantee

# 5.22. 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 its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event explicitly beyond the control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, Acts of God or of public enemy, acts of Government of India in their sovereign capacity and acts of war.

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

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 months, the Bank and the sucessful bidder shall hold performance in an endeavor to find a solution to the problem.

Notwithstanding the above, the decision of the Bank shall be final and binding on the successful Bidder.

# 5.23. Clarifications and amendments of RFP Document

#### **RFP Clarifications**

During evaluation of the proposals Bank reserves the right to seek clarifications from bidders regarding the bid submitted.

#### **Amendments in RFP**

Bank reserves the right to amend the RFP any time prior to deadline for submission of bid. The same shall be notified through website and such amendments shall be binding on the bidders.

#### 5.24 Training

# **Training:**

To provide complete training on supplied FRM solution and related software including database,

- a) Core functional training for implementation and configuration of functional parameters,
- b) End user training for full usage of the product and System Administration of Application, Database and other tools, utilities etc.

Bidder has to impart operational, troubleshooting & administration training for all the equipments and products supplied, installed & commissioned by them along-with the required training manuals/ documentation to Bank nominated officials/ participants (maximum 60) at the discretion and convenience of Bank.



The bid will be deemed to include the entire cost of training including provision of training course material in hardcopy and softcopy, trainer cost, etc. The training shall be structured and supported by programmed illustrations, video, charts, etc. Only experienced personnel shall impart the training. The Bidder shall provide extensive and detailed lecture notes, handouts and other training documentations to each of the participant in soft copy. Bank may require splitting of participants across different batches.

The schedule and batches for training shall be decided by Bank at its convenience. Duration of each batch of training will be decided by the Bank.

The bidder shall conduct repeat training if the written feedback (on the template jointly prepared by the bidder and Bank for the same) indicates satisfaction level less than 70%. All training shall be conducted as instructor-led training and should have at least 50% time as hand-on training. Further, in case of major version changes the bidder will be required to conduct repeat training for the same.

# Training to the IT Team of around 15 officers. Training must be in two separate batches and should cover system administration, viz.

- User management,
- Management of server, storage and all supplied hardware
- Management of Operating System, database, analytics and all supplied software
- Management of Application software
- > Report writing
- Security & Network management;
- Backup & Recovery Operations
- Disaster Recovery Operations
- Day End/Day begin process
- > Troubleshooting
- Any other technical requirement for the Project
- Training to the User Groups of around 45 officers. Training must be in two separate batches engaged with various domains of bank's FRM operations, about:
  - Functionality available in the Module
  - > Details of Accounting entries, including relevant system generated entries
  - Parameterization
  - Use of different analytical tools
  - Auditing Techniques
  - Report Generation etc.
  - Should cover the entire scope of FRM as given in the RFP

## 5.25. Warranty & Annual Maintenance

Bidder shall provide onsite comprehensive 24\*7\*365 maintenance and support with back to back OEM support under warranty for all components (hardware/ software etc) for a period of 1 year from the date of go live of the FRM solution.

The AMC rates will be valid for a period of four years after expiry of warranty period. The AMC may be terminated by the Bank after giving one months' notice in case of deficiency in services.

### 5.26 Maintenance Support

The Sucessful Bidder must provide uninterrupted availability of the system and ensure that the problem is resolved within the time schedule as prescribed in the Service Level Agreement



(SLA). For any major break down such as crash, the successful bidder must arrange for immediate on site support for recovery and resumption of operations. The re-installation of any software including RDBMS (Relational Database Management System) if required is the sole responsibility of the successful Bidder, which should be treated as service provided under Warranty. Maintenance support will also include installation of system updates and upgrades, providing corresponding updated manuals, and follow-up user training. During the contract period, all updates and upgrades should be free and must be implemented without any additional cost to the bank. All the hardware and software supplied must be maintained under back to back support from the respective OEMs and the versions installed must not be End of life / support. All hardware and software installed must be maintained with latest patches and fixes free from any known bugs, vulnerabilities, etc. Certificate for the same should be submitted annually to Bank by the successful bidder. During the contract period, all regulatory / statutory requirements/modifications to existing solution should be done without any additional cost to the Bank.

# 5.27 On-site support

Post implementation, there should be a dedicated team of technical experts onsite through out the contract period to be provided at Bank's premises at Chennai and Hyderabad for on-site support. During operations from DR site, the resources must be provided at DR site, Hyderabad. Onsite support has to be ensured from this team on a 24\*7\*365 basis (including holidays). On-site support should be provided by technical experts conversant with the infrastructure and the supplied FRM Solution. The on-site support should be comprehensive and inclusive of services like handling the online monitoring, management and prevention, report and alert generation, escalation, hardware monitoring and management, helpdesk, data backup, replication, user management, database management/ maintenance, updation of data, maintaining integrity of data, loading application upgrades, technical support for adhoc queries, archival and purging of data etc. Further, 24\*7\*365 support has to be extended inclusive of OEM support for troubleshooting, problem resolution, etc. to ensure meeting the SLA terms.

# At Chennai -Primary Site

Type of resource	Minimum number of resources for first shift from 6.30AM to 2.30PM	Minimum number of resources for second shift from 2.30PM to 10.30PM	Minimum number of resources for third shift from 10.30 PM to 6.30 AM
L1	1	1	1
L2	1	1	
L3			

The L3 resource is required from 10.00 AM to 6.00 PM regularly and on a round the clock basis during exigencies.

### At Hyderabad- DR site

Type of resource	Minimum number of resources for first shift from 6.30AM to 2.30PM	Minimum number of resources for second shift from 2.30PM to 10.30PM	Minimum number of resources for third shift from 10.30 PM to 6.30 AM
L1	1	1	1

L2 and L3 support resources are required for support in DR site in critical situations.

**Level One (L1) Support**: L1 would typically address queries and all end user issues pertaining to: Business application related issues/queries, Enterprise applications (In-Scope), Operating System (Windows, Linux & Unix), Printing, Generic IT Queries, queries related to business process, reports generation, presentation layer applications, etc Other environmental software related to the EFRM Solution

**Level Two (L2) Support**: The Bank expects the Bidder to provide L2 support for all activities and services that are part of the scope. The L2 support provided by the Bidder should be



comprehensive and cover entire management and support of all the solutions provided by the Bidder (EFRM Solution and all third party solutions).

**Level Three (L3) Support** Level 3: Critical code level changes or hardware failure related issues. This support is required for all components that are expected to be provided by the Bidder as part of this RFP. The Bidder has to provide the resolution / service as per the defined service levels in this RFP. The Bidder has to make sure that the methodology proposed for addressing and resolving problems is aligned to the required and defined service levels.

# 5.28 Project Review

Successful Bidder has to engage an experienced Project Manager for this assignment who should have direct experience of successful implementation/ management of FRM project for a banking/ financial organization in last 2 years. Detailed Project review must be conducted during project execution at no additional cost. These reviews are required weekly with the project leaders/ project manager or steering Committee level (of the successful bidder and the Bank) respectively. The review will be in order to monitor progress of the project and take necessary corrective action, if required. The successful bidder shall submit weekly reports regarding the progress of work along with the corrective actions/ suggestions, list of specific activities planned for next fortnight and risk management plan. Any document submitted by the bidder should be properly backed up by quality review documents

# 5.29 Repairs and Maintenance

During the term of the contract the bidder agrees to maintain the entire supplied FRM solution, Hardware, OS, Data Base, Application Software, Interfaces and other 3<sup>rd</sup> party utilities supplied with the proposed solution on a 24\*7\*365 basis with a back to back arrangement with respective OEMs to ensure meeting the terms of SLA.

# 5.30 Insurance

The hardware to be supplied will be insured by the bidder against all risks of loss or damage from the date of shipment till such time it is installed at the Bank's site. The transit insurance must cover 110% of the value of goods for the period up to delivery at the Bank. The storage cum erection insurance must cover 100% of the value of goods for at least 6 months from the date of delivery at the Bank. Certificates of the "Comprehensive Insurance Cover" to be submitted to the Bank for verification/examination and record. The bidder shall take the insurance cover from IRDAI recognized insurance company only.

## 5.31 Guarantees on Software and Hardware

The bidder shall guarantee that the Hardware Systems delivered to the Bank are brand new, including all components. The bidder shall guarantee that the software / hardware / RDBMS / Other related suites supplied to the Bank are in the name of the Bank without any restriction on its usage and are fully licensed, legally obtained. Performance of this guarantee shall apply for the entire contract period including any hardware/software/ upgradation carried out to meet the stipulated performance.

# 5.32 Guarantees on Response to Errors

The Bank will classify all errors in to three categories:

- (I) **Critical errors** defined as the Errors that require/cause the Bank to shutdown the server or stop all or majority of the services through the server or the application working is stopped.
- (II) **Medium Level Errors** defined as those errors that are not the Critical Errors as defined above but cause great inconvenience or operational difficulties to the Bank
- (III) Low Level Errors defined as those other errors which do not directly impact the functioning of the FRM solution

The bidder undertakes and guarantees that all the errors will be resolved in the production environment; and any failure will be subject to the penalty clause stipulated in Clause No.5.33. The classification of error types by the bank is final and is binding on the successful bidder.



# 5.33. Guarantees on Solution Up-Time

The combined Up-Time of the hardware and software provided by the successful bidder relating to the FRM Solution should provide continuous and guaranteed level of service and functionality as defined in this document (except the down-time due to the Bank's network or UPS failure). The successful bidder undertakes and guarantees a **Solution Up-Time of 99.50% monthly** during the contract period.

# Penalty Clause applicable to Clause No. 5.32 & 5.33 above

Type of Error	Overall monthly Uptime for solution	Penalty
Critical	99.50%	0.25% of the total contract price exclusive of manpower cost for every 0.1% drop in uptime or part thereof.
Medium	99.0%	0.15% of the total contract price exclusive of manpower cost for every 1% drop in uptime or part thereof
Low	97%	0.15% of the total contract price exclusive of manpower cost for every 2% drop in uptime or part thereof

Actual loss on account of non detection of fraud as per scenarios defined by Bank or loss incurred to Bank on account of system malfunction or bugs must be reimbursed to Bank by the successful bidder.

The replacement of the respective hardware/software is at the bidder's own cost for solving the errors. Such penalty shall be adjusted as maintenance credit against the amount payable by the Bank to the bidder. In case the penalty crosses amount payable, bank reserves the right to invoke the performance guarantee and/or cancel the contract and black list the vendor.

The penalty applicable under this clause is in addition to the penalty applicable under the clause 5.20. However the vendor's aggregate liability under the contract, including all the penalties will be limited to a maximum of the contract value. But this limit shall not apply to

- 1) The penalty or fine which the Government or the regulator/s may impose / charge to the Bank for the failure of the successful bidder's services.
- 2) Any third party claims for
  - a) IP Infringement indemnity
  - b) Bodily injury (including Death) and damage to real property and tangible property caused by vendor/s' gross negligence (For the purpose of the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by bank on the vendor that gave rise to claim, under this tender).

# 5.34 Service Level Agreement (SLA)

The selected bidder shall be required to sign Service Level Agreement (SLA) covering all terms and conditions of this tender and Purchase Order within 30 days from the date of issuing the purchase order.

#### 5.35 Resolution of Dispute

- 1) If any dispute or difference of any kind whatsoever shall arise between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.
- 2) If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the



- matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 3) Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract.
- 4) Submitting to arbitration may be considered as an additional remedy and it does not preclude the Parties to seek redressal/other legal recourse.

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

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

- (a) In case of dispute or difference arising between the Purchaser and a domestic Supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Presiding Arbitrator, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which shall be final and binding on the parties.
- (b) If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association, in the case of supplier, shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.
- (c) Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- (e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Banks' Association.
- (f) Notwithstanding any reference to arbitration herein,
  - i. the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
  - ii. the purchaser shall pay the supplier any monies due to the supplier.

# 5.36 Sub Contracting

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

#### **5.37 INTELLECTUAL PROPERTY RIGHTS**

While the bidder/OEM shall retain the intellectual property rights for the application software, it is required that bidder shall grant the perpetual license to the bank for the bank's exclusive use



without limitation on any count. Bidder shall place the source code (and the procedures necessary to build the source code into executable form) for the application software, in escrow with a reputable agency (a bank or established software escrow firm in India) acceptable to the Bank during the contract period.

#### 5.38 ESCROW

The Bank and the bidder shall agree to appoint an escrow agent to provide escrow mechanism for the deposit of the source code for the FRM software supplied by the bidder to the Bank in order to protect its interests in an eventual situation. The Bank and the bidder alongwith OEM shall enter into a tripartite escrow agreement with the designated escrow agent, which will set out, interalia, the events of the release of the source code and the obligations of the escrow agent. Costs for the Escrow will be borne by the bidder. As a part of the escrow arrangement, the final selected bidder is also expected to provide a detailed code documentation of the FRM software. The Escrow arrangement suggested by the bidder shall not be binding on the Bank. The Bank reserves the right to explore alternate escrow mechanisms based on the Bank's existing practices. The Bank and the bidder may enter into such escrow arrangement that is mutually agreed upon by the two parties. The source code of the latest version of the application software running in the bank is to be kept in escrow once in a quarter

The escrow will be released to and become the property of the Bank in the event that the agreement is terminated for either default or insolvency or should the bidder cease, or give notice of intention to cease to provide maintenance or technical support service for the software as required by the agreement.

#### 5.39 LICENSE

The Bidder has to provide necessary concurrent perpetual unlimited enterprise licenses for FRM Solution which will be used for both Primary Site & DR Site. Accordingly all necessary perpetual licenses for the FRM, OS, and environmental software including RDBMS has to be provided by the bidder for both Primary & DR Site. The bidder has to quote for all software license requirements for DR implementation in their commercial Bid. Specification for OS, RDBMS and Hardware required at DR has also to be mentioned in the technical bid. The Bidder will furnish all the software licenses in the light of Bank's requirement for unlimited period and unlimited usages for implementation of the solution. The licensing policy of the solution supplied must be provided to support the licensing model & actual licences supplied to the Bank.

The application will be accessed from Corporate Office at Chennai as well as from various offices of the Bank.

## **5.40 HARDWARE SIZING**

The bidder must propose for the optimal size of the Hardware, Operating System, Database, Middle ware etc. keeping in view the current average and peak volume of transactions and to extrapolate the same for the full contract period. Proper justification for proposing the specified sizing should be submitted by the bidder.

The system should be capable of keeping on line data of at least 5 years. Thereafter the system should provide archival & purging of data. The response time of the FRM Solution for processing online transactions should be always less than 0.5 second. During the contract period, if at any stage, it is found that the solution provided by the bidder is not able to give the requisite performance as per the sizing parameters (i.e. up time above 99.50%/Monthly for FRM and response time < 0.5 second) the bidder shall have to provide additional hardware, software without any additional cost to the Bank. The hardware proposed for the solution as part of this RFP should not exceed 70% of CPU(s), Memory(s), storage space and storage performance utilization levels at any given point in time during the contract period.

Hardware Sizing for the entire solution must be done considering that the alert for the transactions must be available to Bank's FRM cell on a real time basis ie less than 0.5 second as mentioned above.

# 5.41 Disaster Recovery Setup

Bidder is required to establish the Disaster Recovery (DR) set up for the proposed solution at Hyderabad. DR set up will be mirror image of the Primary setup. The application/logs/Data





replication should happen from Primary site to DR site with not more than 10 minutes of data / logs gap at DR site

Recovery Point Objective (RPO)	10 min
Recovery Time Objective (RTO)	120 min

Bank will arrange for the network/WAN link between DC and DR Sites. Please specify the Bandwidth required to meet the specified RPO and RTO as above. The maximum number of drills are presently four (one per quarter). This will be subject to requirement from time to time.

#### **5.42 MONITORING & AUDIT**

Compliance with security best practices may be monitored by periodic computer security audits / Information Security Audits performed by or on behalf of the Bank. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of access and authorization procedures, backup and recovery procedures, network security controls and program change controls. The bidder must provide the Bank access to various monitoring and performance measurement systems. The bidder must provide the Bank access to the auditing menu through the application itself and facilitate the audits. The bidder has to remedy all discrepancies observed by the auditors at no additional cost to the bank.

For service level measurement, as defined in SLA, data recording is to be captured by the industry standard tools implemented by the Bidder. These tools should be a part of the proposed solution.

#### **5.43 INDEMNITY**

The successful bidder will indemnify the Bank against all actions, proceedings, claims, suits, damages and any other expenses for causes attributable to the Bidder. The Supplier shall also indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof without any limitation.

#### **5.44 TERMINATION FOR DEFAULT**

The Bank, without prejudice to any other remedy for breach of contract, by 7 days written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- a. if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract or within any extension provided by the Bank.
- b. if the Supplier fails to perform any other obligation(s) under the Contract and fails to cure the same within the curing period provided by the Bank in writing.
- c. If the Supplier, in the judgement of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

'For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.





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

#### 5.45. TERMINATION FOR CONVENIENCE

The Bank, by 30 days written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Bank at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- a. to have any portion completed and delivered at the Contract terms and prices; and / or
- b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

# 5.46 Governing Law and Jurisdiction

The contract shall be interpreted in accordance with the laws of India. Any dispute arising out of this contract will be under the jurisdiction of Courts/tribunals in Chennai.

#### 5.47. Deemed Acceptance:

All products (hardware and software) will be accepted on delivery. The successful bidder will provide notice to Bank when the Deliverables are ready for acceptance. Acceptance of Deliverables will occur on the date on which the successful bidder demonstrates to Bank, by successful completion of acceptance tests that the Deliverables substantially conform to the acceptance criteria as agreed between Bank and successful bidder and mentioned in the SOWs attached. Acceptance will not be delayed for any reason(s) other than non-conformance with the requirements specified in the terms of contract and SOW. The acceptance test results will be declared by Bank within a maximum of 15 days from the completion of acceptance tests. In case the 15 days period after completion of acceptance tests has elapsed without the acceptance test results being declared, then the system or the portion thereof, subject to acceptance testing would be deemed accepted. If Bank fails to give successful bidder written notice of non-conformance within the 15 day period or prior to expiry of the 15 day period, uses the system or any part thereof supplied by successful bidder for productive use (other than testing purposes), it will be deemed as accepted.

# 5.48. Exit Requirements

In the event of Agreement coming to an end on account of termination or by the expiry of the term/ renewed term of the Agreement or otherwise, the successful bidder shall render all reasonable assistance and help to the Bank and to any new vendor engaged by the Bank, for the smooth switch over and continuity of the services.

# 5.49 Adoption of Integrity Pact

5.49.1 The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons /officials of both sides, not to resort to any corrupt practices in any aspect/ stage of the contract.



- 5.49.2 Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.
- 5.49.3 The Bidders shall submit signed Pre Contract integrity pact as per format under item 23 .Those Bids which are not containing the above are liable for rejection.
- 5.49.4 Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates
- 5.49.5 Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti corruption principle.
- 5.49.6 Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 5.49.7 The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty /Guarantee/AMC if contracted whichever is later.
- 5.49.8 Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 5.49.9 Integrity pact shall be signed by the person who is authorized to signed the Bid.
- 5.49.10 The Name and Contact details of the Independent External Monitor(IEM) nominated by the Bank are as under:

Shri. Ashok Kumar, IPS (Retd)	Shri. K.Saleem Ali, IPS (Retd)
Email: ashokkumar1055@gmail.com	Email: Saleemali53@gmail.com

## 6.TECHNICAL BID - GENERAL INFORMATION

#### **GENERAL INFORMATION**

S.No.	Particulars	To be furnished by the Bidder
1	Name and address of the Bidder	
2	Year of establishment	
3	Constitution of the bidder	
4	Telephone Number	
5	Fax Number	
6	E-mail ID	
7	Name and designation of the personnel authorized to submit bids on behalf of the Bidder and can make commitments to the Bank	
	(Copy of Power of Attorney / resolution authorizing the official for signing the Bid to be submitted)	





8	His/Her telephone number	
	Mobile number e-mail address	
9	Name and designation of the personnel authorized to take decisions on behalf of the Bidder and can make commitments to the Bank	
10	His/Her telephone number	
	Mobile number	
	e-mail address	
11	Name and designation of the personnel authorized to enter into contract on behalf of the Bidder and can make commitments to the Bank	
	(Copy of Power of Attorney / resolution authorizing the official for signing the contract to be submitted)	
12	His/Her telephone number	
	Mobile number	
	e-mail address	
13	Profile of key personnel involved in the Project (domain specific and others) with their CVs (Information in respect of skill and expertise specifying technical and banking knowledge/solutions should be mentioned)	
	Service/support for similar project assignment by the personnel Track record	
14	Details of <b>FRM</b> Solution implemented in other Scheduled Commercial Banks in India by OEM:	
	Name of the Bank/Institution	
	Location of Head Office	
	No. of branches/sites under coverage	
	Specific area of involvement	
	Functionalities implemented	
	Start Date of the Project	
	Date of go live	
U-		<u> </u>



	Present Status of the Project	*
15	Details of <b>FRM</b> Solution implemented in other Banks by bidder:	
	Name of the Bank/Institution	
	Location of Head Office	
	No. of branches/sites under coverage	
	Specific area of involvement	
	Functionalities implemented	
	Start Date of the Project	2
	Date of go live	
	Present Status of the Project	
16	Present FRM projects on hand:	
	Name of the Bank/Institution	
	Location of Head Office	
	No. of branches/sites under coverage	
	Specific area of involvement	
	Functionalities implemented	
	Start Date of the Project	
	Present Status of the Project	
17	Details of the Team proposed ( along with their previous experience in FRM implementation/operations ) for proposed Solution implementation in Indian Bank	
18	Details of Tender Fee submitted	
19	Details of EMD submitted	-





### 7. COMMERCIAL BID

# (To be submitted as per the format after the completion of online reverse auction only)

Within L1 price quoted, the successful bidder can also mention any other component(s) that are required for their solution implementation.

All fields must be filled up correctly. Please include the cost of all components like Rack , Patch Cord, utilities(s) , Anti-virus, Back-up software and medium etc. required for making the delivered hardware(s), software(s) fully functional.

# **Price Schedule**

# A. Cost of Primary Site Hardware(s), System Software(s), Data Base etc including warranty

(in Rupees)

S. No.	Item	Total Cost
1	Cost of Primary Site hardware	
2	Cost of System Software like Operating System, middleware, etc. for Primary Site	
3	Cost of RDBMS for Primary Site	
4	Any Other Cost, please give brief details	
	Total	

# B. Cost of DR Site Hardware(s), System Software(s), Data Base etc. including warranty

(in Rupees)

S. No.	Item	Total Cost
1	Cost of DR Site hardware	
2	Cost of System Software like Operating System, middleware, etc. for DR	
3	Cost of RDBMS for DR	
4	Any Other Cost for DR, please give brief details	
	Total	

# C. Cost of FRM Software including warranty

(in Rupees)

S. No.	Item	Total Cost in Rupees
1	Cost of FRM Solution at DC (Application)	
2	Any other cost for DC, Please specify	
3	Additional Cost for DR Site	
4	Any other cost for DR site, Please specify	
5	Implementation Charges (installation, configuration, Customization, Training, Interface/s, Testing, Acceptance, Data Migration etc.)	
	Total	





# D. Cost of Annual Maintenance—FRM Solution (for 4 years from the date of go live)

S. No.	Item	Amount (in Rupees)
1	Annual Maintenance Charges	
	Total	

# E. Cost of Manpower for onsite support (from date of go live) 1st Year

S. No.	Item	Amount (in Rupees)*
1	Cost of manpower for Onsite support during the entire contract period	
	Total	

# 2<sup>nd</sup> Year

S. No.	Item	Amount (in Rupees)*
1	Cost of manpower for Onsite support during the entire contract period	
	Total	

# 3<sup>rd</sup> Year

S. No.	Item	Amount (in Rupees)*
1	Cost of manpower for Onsite support during the entire contract period	
	Total	

# 4<sup>th</sup> Year

S. No.	Item	Amount (in Rupees)*
1	Cost of manpower for Onsite support during the entire contract period	
	Total	

# 5<sup>th</sup> Year

S. No.	Item	Amount (in Rupees)*
1	Cost of manpower for Onsite support during the entire contract period	
	Total	

\*(To be paid on a monthly basis from go live up to the end of the contract period)

Total Cost of Ownership (TCO) = Table-A + Table-B + Table-C + Table-D + Table-E





# PRICE STATEMENT

VI.	Total Cost of Ownership (TCO) for FRM Soluti all duties, levies, freight, insurance, warranty/Al taxes. Octroi/Entry Tax if any, will be reimburse	MC/ATS, etc. and exclusive of all applicable
	(in figures) Rupees	
Sign	ature	
(nan	ne)	
on b	ehalf of	
(Nar	ne of the bidder)	

## 8. EVALUATION PROCESS

The Bank will evaluate the technical response to the RFP of bidder who are found eligible as per the eligibility criteria mentioned in the RFP.

Technically qualified bidders will be informed to participate in the online reverse auction to finalise the L1 (lowest quoted) vendor.

Bank reserves the right to negotiate the price with the **L1** bidder, under exceptional circumstances. It may be noted that Bank will not entertain any price negotiations with any other bidder.

# 9. Solution Technical Requirements

SI. No.	Particulars	Bidder's Response (Complied/ Not Complied)
9.1.	Integration Application Requirements	
9.1.1	Ability to integrate to support online, real time and batch operation	
9.1.2	Integrator's support for scheduling and defining of jobs	
9.1.3	Application should handle automatic switchover in cluster environment	
9.2.	Database requirements	
9.2.1	Ability for patch management / up gradation of database	
9.2.2	Ability to support online replication	
9.2.3	Ability to implement SANs for data storage in the architecture	
9.3.	Hardware & Operating System	
9.3.1	Should be able to support different protocols (TCP/IP, IPX etc.)	
9.3.2	Implement patches / upgrades on all software, firmware	
9.3.3	Hardware Equipment should be scalable to support futuristic requirements of the Bank during Project period.	
9.3.4	Hardware(s) should have built -in redundancy features like dual power supply, dual NIC etc. to ensure high availability	
9.3.5	The hardware components should be hot swappable.	
9.4.	Backup & Recovery	
9.4.1	The backup success rate should be at least 99.8% at all times for FRM Solution	
9.4.2	Should support on-line replication to DR site. Should be capable of automating the backup processes for all the applications / databases directly in Primary and Disaster Recovery sites	
9.4.3	Should support load balancing in terms of system parameters (CPU, Hard Disk, Memory etc.)	



9.5.	General IT related Requirements				
9.5.1	Audit trail of all the activities should be maintained	VI			
9.5.2	System should track the client's IP and Network interface address				
9.5.3	Export of reports and inquiries into different formats like Word, Excel,				
31313	PDF, Text, CSV etc.				
9.5.4	Application Should be Web Based only				
9.5.5	The solution should have the capability to archive the data on HDD/				
	Peripherals and retrieve from the above for the purpose of processing.				
9.5.6	The solution should provide user defined backup/retrievals (Automated/ Scheduled/Manual).				
9.5.7	The details of support for direct Backup/Retrieval of database and applications shall be furnished				
9.5.8	Support for integration with packages like chart generators, Statistical/ Financial DLLs, MS Office Components, Popular Case Tools etc.				
9.5.9	Type of import and export capabilities available for creating customized data feeds.				
9.5.10	Day/Month/Qtr. End/Half year end/Year Begin and end Reports should be defined and generated immediately without any user intervention.				
9.5.11	Database link, Data Dictionary and support should be provided to				
	Bank's DataWarehousing & MIS project to enable them to generate the reports in Bank's formats without any additional cost.				
9.5.12	Data migration if any from existing FRM Solution should be the sole				
	responsibility of the new bidder. However, Bank shall co-ordinate for				
	providing the required data from the existing systems. No manual data				
	entry of master and transaction records should be done by the users.				
	The data required in the proposed solution which is not available in the				
	existing FRM solution has to be extracted from other source systems				
	and uploaded to the proposed solution by the bidder without any				
	manual intervention.				
9.6.	Security / Audit Trail				
9.6.1	The system should enable profiling of users and definition of control				
	levels and passwords				
9.6.2	All Error messages must be logged. It should be possible to look up on-				
	line (by error message number or by alphabetical list) all error				
	messages reported by the system, to determine their meaning and the				
	appropriate corrective course of action. Error messages or events of a				
	certain severity level should be immediately notified automatically by				
0.6.0	email, SMS, etc. to the System Administrator's Group and actual user.				
9.6.3	System should provide auditable management of User-ids, access rights and passwords, logins, activities etc				
9.6.4	Maintenance of a secure, auditable log of access to the system,				
	identifying user-id, date, time, functions accessed, operations				
9.6.5	performed. The raw logs have to be stored for at least 10 years.  Proposed solution should provide complete forensic evidence as to why				
5.0.5	a transaction was declined/hold/allowed.				
9.6.6	A Separate Login/Role / user type is required for Auditors who can view				
5.0.0	all the parameters / test cases / pending reports/ and perform				
	complete Audit / reporting through the user. Though the audit user				
	would have view permission only for the FRM data/details, he would				
	have the full capabilities including update / delete in the audit schema.				
9.7.	Ability to provide comprehensive Audit trail features such as :				
9.7.1	Daily activities log merged into the history log file/s				
9.7.2	Date, time and User stamped process list for different processes.				
9.7.3	Provision for daily activity report/s to highlight all the processes				
Section Control of Con	invoked				
Starte and					
9.7.4	Provision for recording of all unsuccessful login attempts				





9.8.1	Bandwidth requirements should be provided to the Bank as per below chart.			
	Year	Between	Bandwidthe required with units like mbps/kbps	
	1 <sup>st</sup>	DC and DR		
	2 <sup>nd</sup>			
	3 <sup>rd</sup>			
	4 <sup>th</sup>			
	5 <sup>th</sup>			

# 10.1. Hardware Sizing:

Hardware intended to be sized by the bidder for porting the FRM Application should be able to process the peak level transactions projected at the end of contract period, at any point of time seamlessly and adhere to the hardware utilization parameters mentioned in this document. The bidder as part of the bid should submit the sizing certificate from the FRM application OEM on the bid hardware for the proposed FRM Application with the peak level transactions projected at the end of contract period at any point of time.

# **Performance Parameters:**

Response Time and CPU Utilization			
Concurrent Users	System should support at least 100 concurrent users		
Response Time for web interfaces	Should be less than 1 Second		
Response Time for online transaction analysis (for real-time alerts)	Should be less than 0.5 second		
	Should be less than 70% utilization during the entire contract period		

# **Base Data Volumes**

Number of Customers	45,000,000
Number of Accounts	40,000,000
Number of Transactions (per Day)	5,000,000
Daily Incremental Load on Customers	15,000
Daily Incremental Load on Accounts	16,000
Number of Users	100
INTERNET BANKING:	
No.of Internet Banking Customers	16 lakhs
No.of Internet banking (financial) Transactions per month	22 lakhs per month
Peak No.of IB transactions per day (financial and non-financial)	9 lakhs
Annual increment in transactions	25%
Software Name	TCS eBanksWorks
Mobile Banking:	



No.of Mobile Banking Customers	15 lakhs
No. of Mobile Banking Transactions (financial) per month	
- Current	14 lakhs
Peak No. of MB transactions per day (financial and non-	
financial)	10 lakhs
Annual Increment in transactions	25%
Software Name	IndPay
IVR	
No.of IVR customers	5000
No.of IVR transactions per month – Current	Negligible
Peak No.of IB transactions per day	Negligible
Annual increment in transactions	10%

The annual increment on number of customers and accounts shall be 15% and the annual increment in transactions shall be 25%.

## **Expected Performance on the Base Data Volumes**

Any online processing of transaction/account/customer data online for real-time alert generation must have a response time of less than 0.5 sec for processing the same and generating real-time alert and reporting to the source systems/channels.

# 10.2. Hardware Parameters:

Hardware parameters like performance of processor, memory, storage performance and storage utilisation, Host Bus Adaptors, Network Interface Card etc should not, at any point of time, cross the below mentioned parameters.

<u>Peak:</u> The peak utilization of the components mentioned above should not cross 70% of its installed / activated performance parameters even at peak load for the entire contract period.

Hardware solution should take care of:

- a) Production
- b) Testing/ Support
- c) Training
- d) Development
- e) Standby Servers
- f) Patch Management
- g) Disaster Recovery site

Minimum expected features of the hardware solution proposed to be offered by the bidder are categorized as follows:

- i. Servers
- ii. <u>San Networking</u>
- iii. Storage
- iv. Rack
- v. KVM Switch
- vi. Backup Solution
- vii. Tape Library





# (I) Servers: Make and Model to be quoted by the bidder

- 1. Processor: The Hardware should be latest 64 bit multi-core processors with the latest generation cores in the quoted model.
- 2. The memory and Cores installed on the server, activated and the scalability of the offered model should be clearly specified.
- 3. Enterprise Class server capable of being virtualized.
- 4. Proposed Server should run the latest version of Operating System, patch levels, etc.
- 5. All FC ports shall be of 8 Gbps speed or above with multi path I/O Trunking and Automatic load balancing (as per server sizing document) for each server / OS.
- All Ethernet Adapters shall be at least 100/1000 Mbps auto sensing (as per server sizing document) for each server / OS in automatic Fail-over / Redundant / Trunking / Link aggregation and auto switching mode.
- 7. Separate Adapters for Management LAN, shall be provided.
- 8. Functional (Hard disk, Ethernet, Fiber Channel, SCSI/SAS, etc.) redundancy shall be provided for each server / OS.
- The server will be connected to SAN storage system using Fibre channel links. Required compatible Fibre Channel Host Bus Adapters (minimum 8Gbps) with multi-path and automatic load balancing on the server side shall be provided to connect the storage system.
- 10. Internal Disks used for OS shall be mirrored.
- 11. DVD ROM drive & LTO Gen 6 drives must be supplied which are independently and dynamically configurable to any server / OS.
- 12. Latest version of 64-bit OEM Operating System with latest patch level must be provided. The same should include IPv6, Mirroring Software, etc.
- 13. The Operating Systems shall not have any restriction for number of users.
- 14. If virtualization is deployed, the virtualization management software must have dynamic configuration feature with GUI / Web interface and support virtualized IO, live migration, cluster failover, etc. Management Consoles for the same must be provided. Software and licenses to be provided for resource allocation / de-allocation to partitions.
- 15. The cluster solution must be able to provide automatic fail-over to the other system for any failure arising in one of the system due to Hardware, Operating System, Server failure, VM Failure or any other failure which causes the server / VM to shutdown.
- 16. All necessary software along with required hardware components for automatic high availability is to be provided. The High Availability (Cluster Licenses) is to be provided for all populated Processor Cores in the production servers
- 17. Memory shall be protected through Advanced ECC / Chip kill / bit-steering / chip redundancy / error correction. Specify the technology used.
- 18. Pre failure Alert capabilities shall be available
- 19. All hard disks, power supplies shall be hot-swappable and FANS shall be redundant.
- 20. PCI buses shall have error handling capability.
- 21. Shall have indicators to identify failed components.
- 22. Shall have redundant Power Supplies and provision for input from at least two sources.
- 23.80 Plus Platinum power certification for the power supply used in the Servers
- 24. Shall have redundant cooling fans.
- 25. The server scalability and upgradeability path in terms of CPU and RAM must be submitted.
- 26. System management shall be through dedicated ports and shall not use the adapters identified for servers / OS / VMs.
- 27. Rack to house the server shall be as per the hardware OEM's specification.
- 28. Operating System:
  - a. The OS quoted should be available for unlimited users of the system
  - b. The Operating System should have full binary compatibility across versions to ensure investment protection, if the bank chooses to move to a new/Older version of the same Operating system during the tenure of the Contract. The Binary Compatibility document for the Operating system should also be submitted by the OEM.





- c. The operating system should be able to identify failures and automatically reconfigure/delineate resources that have failed, without bringing down the entire system.
- 29. Management Software/Tool:
  - a. Should provide for GUI based management tools that are able to monitor and manage the Operating system, Virtualization (if deployed), Firmware and the hardware. The management tools should have the ability to monitor current resource utilization as well as track historical trends with the ability to provide reporting and audit facilities for all the components listed above.
  - b. Firmware and Patch management should provide the ability to rollback, without any impact to production environment, if the update is a failure.

# (II) <u>SAN Networking</u>: Make and Model to be quoted by the bidder

- 1. The SAN Switch should be Fibre Channel based
- 2. Should be minimum of 24 ports scalable to minimum of 48 FC ports.
- 3. Should support port speeds of 4/8/16 Gbps
- 4. Should support incremental activation of ports on demand
- 5. Should support the following minimum type of ports
  - a. Diagnostic Port (D\_Port), E\_Port, EX\_Port, F\_Port, M\_Port (Mirror Port); self-discovery based on switch type (U\_Port); NPIV-enabled N\_Port
- 6. The form factor should not be greater than 1RU
- 7. Should support the following minimum media types
  - a. SFP+
  - b. LC Connector
  - c. SWL Connector
  - d. LWL Connector
  - e. ELWL Connector
- 8. The SAN Switch solution with redundant switches should be highly available with no single point of failure.
- 9. Switch should support non-disruptive code/Firmware upgrades
- 10. The Switch Should Support ACL based port security, soft and hard zoning support, GUI management software
- 11. The switch should support role based administration by allowing different administrators different access rights to switches.
- 12. Hot Plug Redundant Power Supplies and cooling fans
- 13. Should have non-blocking architecture.
- 14. Auto Sensing of ports
- 15. Must support heterogeneous hosts and operating systems
- 16. Must have Advance Zoning feature
- 17. Must support all types of servers, operating systems at Indian bank.
- 18. Must support the offered SAN box and other leading SAN boxes and tape libraries including but not limited to EMC, Hitachi, IBM, HP, Oracle etc.
- 19. Should have centralized monitoring and control features
- 20. Unicast, multicast (255 groups), and broadcast data traffic types should be supported.
- 21. The Product shall support any combination of Shortwave (SW), Long wave (LW), and Extended Long wave (ELW) optical media on a single switch. The vendor has to supply all necessary components / parts / license to meet the requirements at no extra cost to the Bank.
- 22. The SAN Switch should have capability to interface with HBA of different makes and model from multiple OEM, supporting multiple operating systems including but not limited to HP-UX, IBM AIX, Red Hat Linux, MS-Windows, Solaris etc.

# (III) Storage: Make and Model to be quoted by the bidder

- 1. Should have a minimum of two controllers in active-active mode
- 2. The storage should support multiple drive types like Flash, SAS, SSD, NL-SAS/SATA.





- 3. The cache should be a minimum of 256 GB across controller and scalable to at least 512 GB across dual controller. Cache should be mirrored and battery backed for at least 48 hours with de-staging of cache to disks on power failure with no loss of data.
- 4. The data in the cache should be protected. In the event of error in the cache, due to data corruption or cache memory component failure, the system should have capability to do the corrections and migration of data to ensure that the storage and server does not go down.
- 5. The storage system must be configured with the required number of Controllers for optimum performance for the required storage capacity.
- The Storage System should support pro-active maintenance, self-monitoring, selfdiagnosing and wherever possible self-repairing feature.
- 7. The Storage system should support recovery from unscheduled power failure/interruption without any data loss irrespective of the number or frequency of outages
- 8. The Storage System should support automatic isolation of failed components.
- It shall support non-disruptive online code upgrades without impact on any application connected to storage system
- 10. Storage system should support Full Volume Copy, incremental Copy as well as point-intime snap shot setting up of primary usable data. License for the proposed capacity should be provided
- 11. It should support Instant read/write access of the point-in-time copy and storage system should be configured with the same. Storage system shall support at least 4 or more Point in Time copies within the same storage system for a given volume. Data shall be immediately available to host for production processing upon issuing restore command while the restore continues in the background. Similarly data should be immediately accessible for host read and write access after issuing/reissuing the point in Time copy command without waiting for data copy which can happen in the background.
- 12. The multipath device driver should provide automatic rerouting of I/O traffic from the host in case of primary path failure. The I/O paths from the servers should be load balanced. Multipath Software should be included with storage array independent of the number of servers connected. The Storage array based host resident HBA load balancing software should be provided for every SAN attached server.
- 13. The Storage system should be configured with GUI-based Storage Management Software Tools for Management.
- 14. The storage array should be providing the basic functionality including Online LUN/Volume creation, deletion & dynamic expansion and LUN masking
- 15. Storage management software should be able to define, configure, add, delete, expand and reassign LUNs to specific paths non-disruptively and without having to reboot the system
- 16. The Storage system should support disk encryption
- 17. Should have a minimum of 4 x 16 Gbps FC ports / 8 x 8 Gbps FC ports
- 18. The storage should have in-built analytics for system tuning and debugging
- 19. The storage should have automatic service request creation through email and internet and alerts should be configurable.
- 20. Minimum RAID Levels supported should be RAID 1+0 and Raid 5 configurable for different volumes / pools
- The disks configured should not be more than an average of 24 disks per disk port.
- The storage should deliver at least 75000 IOPS
- The System should be configured with at least 5% of Global hot spare disks. In case of hard disk failure, the system shall be able to do dynamic reallocation to spare disk automatically without manual intervention
- The Storage system should support HP Enterprise Servers running HPUX,IBM Enterprise Servers running AIX, Oracle Enterprise Servers running Solaris, LINUX, CISC based servers running Microsoft windows 2008 and above. The storage system shall support connectivity to multiple host platforms simultaneously
  - 21. The Storage system should be guaranteed to be fully compatible for the available host bus adapter, clustering solution and OSes available in Indian bank.
  - 22. The Storage system should allow easy expansion and scalability to support future storage requirements.
  - 23. The Storage system should support non-disruptive component replacement
  - 24. The Storage System should support high availability Clusters solutions from all leading vendors like HP, IBM, VERITAS, Oracle and Windows.



25. The number of disks should be scalable to a minimum of 160 disks in the same storage system.

# (IV) Rack Make and Model to be quoted by the bidder

- Standard 42U 600mmW/1000mmD fully perforated front & back door and side panels, holes should be evenly distributed from top to bottom to permit adequate airflow (equivalent to 64 percent open areas for ventilation), preferably black Colour.
- 2. Rack doors should having locking arrangements both front panel and rear panel
- 3. Adequate clearance between the installed rack component and the side panels of the rack
- 4. One number Earthing Kit, One number Cable Manager Horizontal 1U
- 5. The bidder should provide 2 (two) nos. Intelligent Power Distribution Units (iPDU) each PDU should have a 32A MCB, a neon Indicator, at least 18 x IEC Style Sockets (5 A / 15 A) and at least 3.0 meter cable for connection to the external power source.
- 6. Castors (One set of 4), One number Stationary Shelf, One number Keyboard tray rotary with slides, two numbers mounting hardware (Each Pack of 10)
- 7. 17-inch LCD / TFT dual power rack console integrated with single-user, at least 12-port 1 U rack mount dual power KVM switch with USB support and cables etc.
- 8. Keypad Digital Lock
- 9. One number Temperature Indication Unit
- 10. Two numbers Cat 6 24 port 1U Jack Panel for Rack
- 11. The bidder should terminate the Jack Panel and its necessary components using Cable Manager.
- 12. The bidder shall have to mount new as well as existing servers in the rack and will have to provide the rack mounting kit accordingly.
- 13. Compliance to EIA-310-D. The bidder has to supply Rack design diagram.
- 14. Appropriate Cables for connecting Keyboard, Monitor, Mouse etc to be provided.
- 15. Supporting 1000 Kgs load. Bottom cover with knock out holes for cable entry to be provided.
- 16. Three pairs of horizontal support shall be fitted on both right and left sides
- 17. Fans to be mounted on Rear Door / Roof
- 18. Copper based Electrical Grounding / Earthing Strip.
- 19. Adjustable screw legs 4 No.
- 20. All the required hardware for the FRM solution should be accommodated within a single 42U standard rack each at DC and DR site for the entire contract period.

# (V) KVM Switch: Make and Model to be quoted by the bidder

- At least 12 Port dual power KVM Switch with USB connectors, Rack mountable with 17" Wide LCD TFT Colour Console , Keyboard, and Mouse
- 2. Rack mounting kits to be supplied with KVM switch
- KVM to SERVER USB Cables (minimum 3 Meters ) ( at least 12 numbers for all KVM ports)
- 4. KVM to Console Keyboard, Monitor & Mouse Cables 2 sets

# (VI) Backup Solution: Offered solution and license to be quoted by the bidder

- Should be available on various OS platforms such as Windows/ Linux / UNIX platforms and be capable of supporting backup/ restores from various platforms including HP-UX, IBM AIX, Linux, Windows simultaneously. Client software should be capable of running on all these platforms.
- 2. Make, model and O.S. with H.A. of the proposed backup server to be quoted.
- The solution should support both LAN based and LAN-Free (SAN Based) Backup with data de-duplication.
- 4. The solution shall support online backup facility for popular databases like Oracle, DB2, MySQL, MS-SQL, SAP, PostGRE, Exchange Server, on Windows/Linux/ Unix platforms.
- 5. The solution must be configurable with graphical wizard based interfaces.
- The solution should have inbuilt feature for extensive alerting and reporting with preconfigured and customizable formats.



- 7. The solution must have capability to do trend analysis for capacity planning of backup environment.
- 8. Should support to help in troubleshooting for backup issues and RCA
- 9. The solution should allow de-duplication to occur at the source (client), before transferring the data across the network
- 10. Backup Software shall support VTL as backup target in addition to Tape Libraries.
- 11. The backup software should be able to encrypt the backed up data using 256-bit AES encryption on the backup client and should not demand for additional license or hardware, any such license if needed should be included for the total number of backup clients provided.
- 12. Should have in-built scheduling system and should support the resumption of failed backups from the point of failure for both file and block volumes.
- 13. The solution must provide full, differential, Incremental and cumulative incremental backup and archive to Tape library and VTL while data/ system is online.
- 14. The software should be able to do restoration of complete databases, individual table spaces or individual data files.
- 15. Should support advanced backup to disk/VTL, where backups and restores from the backup media can be done simultaneously.
- 16. The backup software should support data movement directly from the backup client to the disk target without passing through the backup server.
- 17. The solution must support client-direct backup feature to cater stringent backup window.
- 18. The solution must be licensed to backup data using disk, LTO Tape libraries and Virtual Tape Libraries for backups via SAN or through NDMP.
- 19. Multiplexing and Multi Streaming support
- 20. Software should support Multiplexing (Backup multiple clients' data on the multiple media simultaneously), Multithreading/Multi-streaming (Backup of more than one streams of data from client to the backup server). Agents/Clients should be installable in various operating system and communicate the back-up server.
- 21. Virtual Environment affinity
- 22. The software should support backup and restore on virtual platform like VMWare, Citrix Xen Server and Hyper V
- 23. Necessary Licenses for SAN Backup shall be provided.
- 24. The Backup Software should integrate with all the Servers/Tape Library/SAN etc provided for the solution
- 25. Should be able to schedule and manage backups from a single pane
- 26. The backup solution offered should be classified in the Gartner leaders / challengers Quadrant for Enterprise Backup/Recovery software in the last two years
- 27. Online backup client software should be provided for the offered database
- 28. Backup Solution must support multi tenancy feature for creation of distinct data zones where the end users have access without being able to view data, backups, recoveries, or modify in other data zones.

### (VII) Tape Library: Make and Model to be quoted by the bidder

- 1. Offered Tape Library should support LTO-6, LTO-5, LTO-4 tape drives
- 2. Each drive should have minimum 8 Gbps FC port for SAN connectivity
- 3. Tape Drive shall support encryption.
- 4. Shall be offered with barcode reader and have a minimum of 2 drives and 12 Nos. of Cartridge slots scalable to at least 4 drives with 24 slots
- 5. At least 100 numbers each of LTO-6 Cartridges to be supplied at DC and DR with barcode (barcode to be supplied will be informed by the Bank during supply) along with 12 Nos. of Cleaning Cartridges each.
- 6. Basic backup and recovery software for Windows/Linux/UNIX all versions.
- 7. Redundant hot swappable power supply to be provided
- 8. Bidder to provide the required connectivity for host server (Backup Server)
- The library should accommodate browser based management that helps in monitoring the tape library
- 10. Tape Library to support Backup software provided along with the solution.



- 11. Offered Tape Library shall provide minimum dual 8 Gbps native FC connectivity to SAN switches.
- 12. Offered Tape Library shall have partitioning support so that drives can be configured in a separate partition.
- 13. Tape Library shall provide web based remote management.
- 14. Tape Library shall have operator panel
- 15. Proposed Tape Library shall use single high performance robotic design without any pass-thru mechanism

## 10.3. General Specifications:

- 1. All hardware and software supplied should be in compliance with all applicable regulatory requirements.
- 2. All equipment to be rack mountable and to be accommodated within 1 standard rack (600 mm \* 1000 mm) each at DC and DR site.
- 3. The solution should meet an RPO & RTO as per point no.5.41. The DC to DR replication with the required components has to be part of the proposed solution.
- 4. The sizing and components at DC and DR have to be identical.
- 5. The datasheet, future roadmap and scalability of all the proposed hardware like Server, storage, etc. needs to be submitted
- All Software to be supplied under the scope of the project must be of latest versions, unless otherwise required by Bank. Software tools must be compliant with generally accepted industry standards.
- 7. All the proposed components of the solution must have a minimum support of seven years for which supporting document to be provided. Any deviation has to be addressed by the bidder without any loss to the Bank.
- 8. A list of reference sites with contact details must be submitted where same model of the hardware is being used. At least two of these sites shall be from India. Indian Bank may contact/Visit the reference sites for verification.
- 9. Support for all supplied components of the solution to be covered for the entire contract period on a 365x24x7 basis
- 10. Deliverables to include installation with support services and integration with existing environment at the Bank
  - a) There should be no single point of failure in the proposed solution
  - b) All cables & accessories of the required length as per site requirement to implement connectivity between Server, SAN switches, LAN switches, Storage and Tape library shall be provided.
  - c) All power cables shall be supplied for Indian environment
  - d) Specify power consumption on full load in KVA and specify heat dissipation on full load in BTU/hour for each of the quoted equipment
  - e) Adherence to Best Practices and ISO 27001:2013 requirements and submitting compliance reports as required by Bank
  - f) The specifications for hardware as provided in this document are indicative and minimum only. The bidder has to ensure the application response and availability time as specified in this document which may require additional hardware and/or related software. The bidder's quoted price will be deemed to be inclusive of any such additional costs.
  - g) Bidder to ensure high availability, security, reliability, data integrity, business continuity

#### 10.4. Scope of Work:

- 1. Supply, Install, Configure, Test & Commission all the necessary software with Database and related products with necessary and adequate patches, upgrades, utilities, tools etc to achieve full functionality including features required in the FRM solution as specified in the functional requirements.
- 2. Testing based on Diagnostics software to ascertain healthiness of the hardware are to be carried out by the bidder and Reports to be got checked by the Bank.



- **3.** Seamless integration of supplied, customized, developed software with existing environment at Indian Bank. Integrate the proposed solution with the existing infrastructure so that the system is available in the existing network.
- 4. On-Site maintenance of hardware, software with Database and related products with customization, change management, addition of new reports as required and desired by the Bank. Performance tuning of application, necessary and adequate patches, upgrades, utilities, tools etc after successful GO-LIVE of the FRM solution at the Bank, inclusive of load balancing /High availability testing, penetration testing, failover testing etc required for the commissioning of the Servers and services without single point of failure.
- 5. The following test activities should be carried out:
  - a. To design tests for load balancing/ high availability testing.
  - b. Execution of load balancing/ high availability tests (periodically)
  - c. Submit all the test reports to the Bank authorities for vetting and approval.
  - d. Vulnerability assessment & Penetration Testing (minimum two times a year) Bank will organize the VAPT. However, it is the successful bidder's responsibility to close the vulnerabilities identified in the solution implemented within the stipulated period.
- **6.** To provide complete training on the entire solution with all its components as enumerated in point no. 5.24 of this RFP.
- 7. Prepare and submit facilities management policy and implement the same. Managing, monitoring, trouble-shooting and support for the entire proposed IT infrastructure mentioned herein to ensure smooth running of the FRM solution using this infrastructure as per prescribed performance standard for each item. Also to interact with Bank to address the operational issues with respect to the infrastructure
- 8. The Bidders need to have back to back arrangements with OEM for warranty/AMC for the entire contract period. The copies of back to back arrangements have to be provided to the Bank during the period of the contract along with the supply of the equipments. A declaration to the effect may be provided signed by the respective OEM along with the Bid.
- **9.** Bidder will be the single point of contact and responsible for facilities management, warranty/AMC with back to back support from OEMs, for all components, hardware, software, etc. provided as part of the project.
- **10.**Necessary support should be provided to the IS auditor appointed by the bank for conducting Vulnerability Assesment & Penetration Testing on the solution supplied.
- 11.Bidder will be required to provide root cause analysis for all performance and availability problems that occur. Formal root cause analysis will be delivered within 5 days of problem occurrence, including
  - a. Explanation of the root cause
  - b. Actions taken to resolve the problem
  - c. Action plan to prevent reoccurrence, with project plan/tasks required and timing for each major milestone of the correction effort, and identification of Bank's responsibilities in the correction process.
- **12.**The implementation of FRM solution should be in line with ISO 27001:2013 / PCI DSS standards
- **13.**On-site Facilities Management services on 365 x 24 x 7 basis at the Bank's premises including responsibilities & Service Level Agreement (SLA) by qualified and trained engineers/personnel for the contract period.
- 14. Undertake the following Helpdesk Call Management activities (indicative):
  - a. Receiving calls through phone/e-mail/Call Management software
  - Logging of end user calls with details and generating trouble tickets
  - c. Telephonic support to end user calls
  - d. Onsite support to end user whenever required and resolve the problem to user satisfaction.
  - Escalation of calls to other OEMs / vendors and tracking their resolution as per agreed service level
  - f. Escalating pending calls and report of vendors defaulting agreed service levels
  - g. Tracking problems till resolution
  - h. Close Calls and update, maintain database
  - Generate daily Helpdesk Call MIS to analyze the problems reporting patterns and solutions etc.





- j. Regular submission of various reports for all activities undertaken at periodicities, formats and activities etc as decided by and at the discretion of Bank
- 15. Undertake the following Access Control activities (indicative):
  - a. User account Creation/deletion as per access policy of the organization
  - b. Creating/modifying/deleting groups
  - c. Administering user rights, roles and passwords of all the relevant subsystems, including, but not limited to servers, OS, storage, applications etc.
  - d. Maintaining data access security etc.
  - e. Regular submission of various reports for all activities undertaken at periodicities, formats and activities etc as decided by and at the discretion of Bank
- **16.** Undertake the following Performance Tuning activities (indicative):
  - a. Methodically carry from diagnosis to solutions.
  - b. Assist in device safe and secure procedures for enhancing performance of critical production systems/databases in a competitive, policy based environment in coordination with application vendor.
  - c. Identify, correlate and isolate the performance bottlenecks in components of software, hardware, network, operating systems etc.
  - d. Carry out performance tuning of operating systems, application and databases etc on regular basis.
  - e. Regular submission of various reports for all activities undertaken at periodicities, formats and activities etc as decided by and at the discretion of Bank
- 17. Undertake the following service and maintenance activities (indicative):
  - a. Prepare and maintain service / maintenance policies & procedures
  - b. Provide on-site repair/replacement service for all the hardware
  - c. Co-ordinate with vendors for replacement of defective parts of equipment under warranty or maintenance.
  - d. Scheduling and managing preventive maintenance of equipment as per recommendations of the OEM equipment manufacturer.
  - e. Regular submission of various reports for all activities undertaken at periodicities, formats and activities etc as decided by and at the discretion of Bank
- 18. Undertake the following server administrator activities (indicative):
  - a. Orderly start-up and shutdown of servers as per laid down procedures.
  - b. Operating System administration and tuning.
  - c. OS and software Re-installation in the event of system crash/failures
  - d. Configuring file systems, volumes and apportioning disk space.
  - e. Ensure proper configuration of server parameters.
  - f. Periodic system performance tuning.
  - g. Addition, deletion, re-configuration of devices, additional users etc.
  - h. Implementing security patches on servers at all levels.
  - Security management Configuring account policy, access rights, password control as per Bank's security policy.
  - j. Ensure all critical services are running properly on the servers. Schedule and optimize these services.
  - k. Maintain lists of all system files, root directories and volumes.
  - I. Performance monitoring of server resources (CPU, Memory, disks, io, etc.)
  - m. Performance tuning of servers and other equipments
  - n. Monitoring access logs and application logs
  - o. Purging of temporary Files, logs in accordance with Bank's policies
  - p. Virus prevention, detection and cure
  - q. Intrusion detection and protection
  - r. Firewall/IPS/IDS Policy formulation and implementation in the system supplied.
  - s. Data backup and restoration planning and implementation
  - t. Regular and proper backups of all Servers & Storage to protect against data losses
  - u. Regular analysis of events and logs generated in the entire sub systems including but not limited to servers, operating systems, databases, applications, etc. The





- system administrators shall also ensure that the logs are backed up and truncated at regular intervals.
- v. Applying service packs, hot fixes and security rollouts
- w. Customizing login scripts
- x. Troubleshooting Problems etc.
- y. Regular submission of various reports for all activities undertaken at periodicities, formats and activities etc as decided by and at the discretion of Bank
- z. Integration with DAM, PIM, SIEM and VAS installed at Bank.
- 19. Undertake the following Backup management activities (indicative):
  - a. Installation, configuration and commissioning of Backup plan/ policy
  - b. Configure Backup for automatic backup of Application and Data.
  - c. Backup procedure schedule
  - d. Onsite/Offsite backup
  - e. Verify integrity of Backup periodically
  - f. Media Logs/Replacement
  - g. Recovery of Data in case of necessity etc.
  - Regular submission of various reports for all activities undertaken at periodicities, formats and activities etc as decided by and at the discretion of Bank
- 20. Monitoring and confirming the DR replication and performing DR:
  - a. Ensuring the SLA for RPO and RTO
  - b. Performing switchover and switchback operations for DR drills
  - c. Performing switchover and switchback operations during disasters
  - d. Data protection, complete data backup and other data safeguards including disaster recovery in respect of the project.
  - e. To handle disruptions in service to the customer and ensure quick remedial action
  - f. Disaster Recovery and Business Continuity Management as per SLA
- 21. The bidder should provide System Administration manual(s), User / operational manual(s), regular training manuals and all related manual(s), service guides and handbooks, which shall be used by the Bank to run the ideal production environment. This should include how the various parameters should be monitored and tuned in the live system. Manuals should be provided in printed duly hard bounded form and 2 sets in soft copy duly labeled and indexed working CD/DVD.
- **22.**All installation and configuration reports, documents, diagrams etc are to be supplied before commissioning.
- 23. Compliance to Indian Bank's policies like IT policy, Security policy, etc.
- **24.**All professional services of the vendor required for complete installation, commissioning and maintenance shall be included in the scope of work.
- **25.**The major responsibilities as specified above are indicative only and are not exhaustive in any manner.
- **26.** Solution must comply with industry best practices for high availability within and across the site at every component level
- 27. Solution must integrate with the Bank's existing network and security solutions
- **28.**In case of utilizations higher than prescribed by the RFP and failure of bidder to upgrade / replace the same to achieve desired levels, Bank reserves the right to upgrade / replace the same and recover the cost from the bidder.

#### **Documents for Facility Management**

- 1. Following documents both in hard and soft copy to Bank during development, implementation and maintenance of project:
- 2. Detailed SRS (System Requirement Specifications) Document
- 3. High Level Architecture Document 3.
- 4. Techno Functional Risks and Mitigation Document
- 5. Functionality Traceability matrix which would provide details on the interdependence of the technical components for the realization of a functionality. This matrix should provide a projection of the efforts required for completion of a technical module.
- 6. High Level Design Document
- 7. Proof of Concept for the solution
- 8. Low Level Design Document





- 9. Test Plans
- 10. Comprehensive Test Cases Document (Unit, Integration and UAT Test Cases tested)
- 11. Deployment Plan Document
- 12. Content Management Guide
- 13. Change Management Methodology Document
- 14. Security Guide
- 15. User Management Guide
- 16. Release Notes

## 11. FUNCTIONAL REQUIREMENTS—FRM SOLUTION

Prospective bidders are required to submit their response against each functionality mentioned here under (from Part 1 to Part 20), in the column "Bidder Response" as follows:

SL.No.	Requirement / Scenarios	Complied / Non-Complied	
Α	GENERAL	Title	
A.1	Proposed Solution should have ability to failover without/with least manual intervention		
A.2	Proposed Solution should replicate the data between DC and DR Site on near real time basis or as required by the bank.		
A.3	Proposed Solution should store historical incidents/alerts onsite to corelate future transactions.		
A.4	Proposed Solution should integrate with Bank's AML Solution for feeds.		
A.5	Proposed Solution should be compatible with the IPv6.		
A.6	Proposed Solution should integrate with Bank's Biometric Solution, SMS Gateway, Email Gateway, PKI Authentication System as and when required by the Bank.	-	
A.7	Proposed Solution (System/Application) Should maintain Audit Logs of all user activities including User_ID,Date/Time, Ip Address, Terminal ID, etc.		
A.8	Should conform to all regulatory, statutory, legal acts and rules including IT Act, 2000 (Amended 2008).		
A.9	Proposed Solution should have an integrated case management system where the alerts get triggered based on the real-time transaction monitoring performed		
A.10	Proposed Solution should enable real-time case creation for any fraud/non-compliance patterns identified by the real-time transaction monitoring engine		
A.11	Proposed Solution should have the ability to manage multiple queues/projects for managing case of certain types e.g staff fraud, 3rd party fraud, staff compliance, KYC compliance, Branch non-compliance etc.		
A.12	Real-time cases should get triggered in the right type of project/queue as per the categorization		
A.13	Proposed Solution should have access controls available to establish groups of authorised Bank users with different privilege level.		
A.14	Proposed Solution should have the ability to manage multiple groups of users and assign specific group to specific project/queue including administrator users and parameter users		
A.15	Proposed Solution should have Provision for configuration of workflow for alerts/cases as per bank's operational process requirements		
A.16	Proposed Solution should have ability to route and assign cases to the right set of investigators based on pre-defined		





	case routing logic	
A.17	Proposed Solution should have ability to define roles and	
A.18	user groups and assign privileges  Proposed Solution should provide complete evidence and list	
A.10	of transactions that cause a scenario match and alert	
A.19	Proposed Solution should have ability to define and	
	categorize the different types of frauds/non-compliance	
A.20	Proposed Solution should have Auto and manual linking of	
	alerts to parent entity case	
A.21	Proposed Solution should configure for Alerts to be sent to	
	appropriate users via SMS or email	
A.22	Proposed Solution should have ability to manually assign	
	alerts to users	
A.23	Proposed Solution should have Built in escalation matrix to	
	assign alerts automatically to stake holders for review and	
A 24	assessment	
A.24	Proposed Solution should have facility for auto-update of user comments while closing alerts	
A.25	Proposed Solution should have ability to attach a doc, image	
A.23	, data from other systems to an alert	
A.26	Proposed Solution should have ability to export the case	
	reports	
A.27	Proposed Solution should populate data (transactions,	
	accounts, customers, branch, alert history etc.) relevant to	
	alerts for a period of 36 months	
A.28	Proposed Solution should have ability to flag an alert based	
	on the pre-defined criteria (e.g. false positives, suspicion,	
4 20	type of fraud)	
A.29	Proposed Solution should have ability to mark an entity (customer, account, device, IP etc.) to a watch lists	
A.30	Proposed Solution should have ability to send feed back to	
Aiso	the fraud detection engine to reduce false positives and	
	increase fraud detection rate	
A.31	Proposed Solution should be capable of generating Real time	
	alerts using machine learning.	
A.32	Proposed Solution should Support complete audit trail for	
	each user action through out the case life cycle	
A.33	Proposed Solution should have ability to dynamically	
	calculate risk score associated with the alert based on the	
A.34	triggered patterns, push up criteria & push down criteria Proposed Solution should have ability to view all alerts	
A.34	corresponding to a particular customer/account under a	
	single parent case	
A.35	Proposed Solution should have ability to resolve alert into	
# 587E 5	one of the final states e.g. confirmed fraud, false positive etc	
A.36	Proposed Solution should have ability to categorize the	
	confirmed fraudulent case into one of the categories as per	
	RBI fraud reporting categorization	
A.37	Proposed solution should have ability to drag and flag	
A 22	suspicious transactions on digital platform	
A.38	Proposed solution should generate alerts based on customer	
A.39	risk category and threshold limit.  It should provide facility for proritisation of alerts based on	
7.39	the basis of scenarios / amount etc as per bank's	
	requirement	
B.	Real-time Fraud detection and scoring engine	Title
	specification.	
B.1	Proposed solution should support both real time and near	
	real time transaction processing i.e. after the response has	
	been provided	





В.2	Proposed solution should integrate with core banking/ middleware, trade finance, internet banking, mobile banking system, IVR, debit and credit card processing system and any other transaction system of the bank and also channels to be introduced within the contract period, at no extra cost. The integration should not affect the performance of the source systems.	
В.3	Integration required to the Indian Bank environment has to be done at no extra cost and will be the sole responsibility of the bidder including minor enhancements.	
B.4	Proposed solution should support cross-channel fraud & non- compliance detection and prevention in real-time	
B.5	Proposed solution should have Ability to import data from other systems both in online and batch modes	, i
B.6	Proposed solution should consist of a hybrid fraud detection model consisting of pre-packaged scenarios, behaviour profiling and predictive scoring models with proven low false positives and high fraud detection rate.	
B.7	Proposed solution should support an advanced rule/scenario engine to detect known fraudulent patterns	
B.8	Proposed solution should allow end user to easily configure scenario parameters using a web based interface and be able to deploy in the production environment	
B.9	Proposed solution should allow to include wide range of parameters including but not limited to transaction parameters, customer and account attributes, IP and device parameters to be used in scenario building	
B.10	Proposed solution should be able to dynamically increase or decrease the risk score of a fraudulent pattern based on good and bad customer/account behaviour even after a case is generated to reduce false positives and increase fraud detection rate.	1
B.11	Proposed solution should support machine learning based behaviour profiling and anomaly detection engine that continuously monitors customer/account behaviour and builds positives profiles in real-time.	
B.12	Proposed solution should provide the list of behaviour profiles supported in the system and necessary documentation for the same.	
B.13	Proposed solution should support product/channel specific fraud scoring models.	
B.14	Proposed solution should be able to recognize/identify the transaction characteristics by channels/transaction type and enforce the respective policy of the bank on a real time basis and apply specific risk and fraud rules.	
B.15	Proposed solution should be able to correlate transactions across all the channels integrated in a real time basis and detect/prevent cross channel fraud	
B.16	Proposed solution should be able to auto mark customer/account into various watch lists based on case feedback.	
B.17	Proposed solution should be able to detect common point of compromise and mark those entities into blacklist/ watch lists.	
B.18	Proposed solution should support various business policies to approve/decline/challenge/hold/delay transactions based on the hybrid fraud risk score.	
B.19	Proposed solution should allow adjusting the risk score of scenarios based on false positives occurrence.	
B.20	Proposed solution should facilitate categorization of cases	



	based on the risk score of detected fraud pattern.	
B.21	Proposed solution should have ability to send notification via SMS/Email or out bound call to call center representatives as and when a case is created	3
B.22	Proposed solution should provide complete evidence as to why a transaction was declined/put on hold.	
B.23	Proposed solution must provide easy interface for designing, testing (off-line and on-line simulation) and deploying customized rules/policies. Ability to run rules in a simulation mode to monitor the effect of a rule without actually applying it.	
B.24	Proposed solution should have inbuilt auditing and logging functionality. All events should be logged and be available to support investigation related to fraud incidents and other uses through user friendly GUI in the solution itself	
B.25	Proposed solution should be able to monitor and detect both financial and non-financial transactions including various branch user exceptions	
B.26	Proposed solution should be able to provide both real-time transaction monitoring and transaction blocking/hold feature for suspicious transactions.	
B.27	Proposed solution for import of data from various software/database in different formats like Excel , Text, Delimited Text, , XML, PDF etc. and convert/ store them in readable or executable format for further processing	
B.28	Proposed solution should Support wide range of interface protocols (tcp/ip, web service, http/https etc.) and message formats (JSON, ISO 8583, XML, MQ, ISO20022, fixed width format etc.)	
B.29	Proposed solution should be able to respond within a guaranteed low millisec response time	
B.30	Proposed Solution should implement enhanced authentication through various modes i.e. SMS-OTP, Email, PKI Authentication, Challenge-Question based on Transaction Scoring generated by the Solution as per Bank's requirement	
B.31	Proposed Solution should provide Real-Time Dash Board & Alerts for multiple Role Based Users and based on different domains/Channels.	
С	Core Banking Real-time Transaction Monitoring and Prevention	Title
C.1	Vendors should be capable of integrating the proposed solution with Bank's CBS and other related systems. Also, any additions or new versions should be supported.	
C.2	Proposed solution should not impact the performance of the source systems (CBS, NetBanking, Mobile Banking, Trade Finance, ATM etc.)	
C.3	Proposed solution should be able to correlate core banking transactions with other direct channel transaction for cross-channel fraud and compliance management in real-time.	
C.4	Proposed solution should be able to monitor user/branch/region level exceptions real-time and provide real-time alerts when ever defined threshold breach happens	
C.5	Proposed solution should provide pre-packaged scenarios to detect various external and internal frauds and non-compliance issues including suspicious inquiries, account take over, nepotism, survelliance avoidance, exceptions, misuse of authority, sudden surge in transactions, unusual behaviour.	
C.6	Proposed solution should have the flexibility to	



	define/configure new fraud scenarios using a web based tool without the need for any code changes. This tool should enable building of new real-time fraud scenarios based on the core banking transaction and master data attributes	
C. 7	Scanning through transactions based on multiple attributes and provide breaches to the threshold of the transactions as alert or as lists/reports	
D	Proposed Solution should be capable of analysing following Scenarios based on the real-time core banking transactions:-	
	NON-FINANCIAL TRANSACTIONS	Title
D.1	Financial transactions happened immediately after acquiring new, Internet Banking/Mobile Banking etc.	
D.2	Non-financial transactions that include frequent PIN/ Password change in Internet Banking/Mobile Banking etc for customers	
Е	Internet / Mobile Banking Monitoring	Title
E.1	Proposed solution should have the capability to detect anomalous customer behaviour or transactions.	
E.2	Proposed solution should use the risk-based scoring model that is used to establish normal customer behaviour and determine anomalous behaviour. The model should learn over time by itself, and should not require regular vendor maintenance.	
E.3	Proposed solution should analyse Multiple data to contribute to the model's assessment and the risk "score". This should include: - Transactional Information, i.e. Device info, session data, Account ID and etc Data Enrichment information, i.e. IP geo location, ISP, connection type, IMEI Number, other unique device information etc Profiling Data, i.e. Account ID, IP address, Device fingerprint, Payee ID, Account activity after login, and etc.	
E.4	Composition of the risk "score" should be transparent to the Bank (i.e. the exact reason for a high score will be available to Bank staff to enable accurate decision-making).	
E.5	Proposed solution should have the ability to monitor all pre- login, login and post login transactions to detect any suspicious patterns	
E.6	Proposed solution should provide pre-packaged scenarios to monitor pre-login, login and post login fraudulent patterns. Please mention the number of pre-packaged scenarios currently supported.	
E.7	Proposed solution should be able to detect & prevent following fraud schemes including but not limited to: - Identity theft and account take over as result of phishing attack, -malware attack and social engineering attacks Man-in-the-browser, Man-in-the-middle attacks Transaction Velocity Check -Suspicious Beneficiary registrations and unusual funds transfer -Sudden Transaction Amount Surge compared to established customer/account profile -Sudden Transaction Volume Surge compared to established customer/account profile -Personal Details Change (Mobile Change, PIN change etc.) - Transaction from non-predominant IP, ISP, IP Country, IP City, device, odd hours compared to established profile - Entity white list and black list for IP, ISP, IP Country, IP City, device id, e-banking user id, mule account etc.	21
E.8	Proposed Solution should support various business policies to approve/decline/challenge both login and post login	
	1 to approve accume chancing both login and post login	



	transactions based on the fraud risk score.	
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E.9	Proposed Solution must provide wide range of stronger authentication capabilities to be used based on the risk score of the transaction for consumer and corporate banking customers.	
E.10	Proposed Solution should support advanced IP geo- intelligence capabilities to deduce IP Country, IP City, Proxy IP, ISP etc. from the transaction IP address.	
E.11	Proposed Solution should have capability to build and refactor dynamic e-banking user behaviour profiles including but not limited to: -Preferred Country -Preferred City - Preferred IP -Preferred ISP -Preferred Device -Preferred Payee -Average Daily/Weekly/Monthly Funds Transfer amount by payee/biller -Average Daily/Weekly/Monthly Funds Transfer volume by payee/biller -Preferred Transaction hour	ı
E.12	Proposed Solution should provide well defined API for integration with host internet banking and mobile banking system for real-time decision making supporting wide range of interface protocols and message formats.	
E.13	Proposed Solution should have the capability to take external lists data as input to detect any known fraudsters/compromised devices/ips etc. The external list data could be the data shared by regulators, IBA, NPCI, CERT etc.	
E.14	Proposed Solution should able to consume externally sourced entity information (e.g. IP addresses, destination accounts etc.) to identify known fraudulent activity. The system should also have the facility to export the entity data corresponding to confirmed fraud cases within the bank so that the data can be shared with external agencies like regulators, banker's association etc	
E.15	Proposed system should support setting limits on the number of Internet Banking beneficiaries that may be added in a day per account and provide alerts based on a threshold number of beneficiaries.	
E.16	Proposed system should put in place mechanism for velocity check on the number of transactions effected per day/ per beneficiary and any suspicious operations should be subjected to alert within the bank and to the customer.	
E.17	Proposed system should ensure additional factor of authentication for such payment transactions.	
E.18	Proposed Solution should support rule creation in Test Mode.	
E.19	Proposed Solution should support rule creation for Maker and Checker and different authentication method should be used.	
E.20	Proposed Solution should support approval workflow for rule creation and enablement.	
E.21	Proposed Solution should be able to generate graphical reports providing snapshots of activity at any given time, and statistics showing (for example) the behaviour of users or usage of resources.	
E.22	Proposed Solution should support delegated administration	
E.23	Proposed Solution should be virtualization-ready	
E.24	Proposed Solution should provide Web Service-based APIs for integration with custom applications	
E.25	Proposed Solution should be able to automatically	





configuration across Datacenter and DR sites manual intervention  plution should support High Availability in both ve or Active/Active modes.  Solution should support both vertical and calability  pration  lution should be able to generate alerts on swift real time  te Surveillance  Dution should have advanced search engine to s by various criteria including case id, suspect g. account id, customer id), case severity, case
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s by various criteria including case id, suspect g. account id, customer id), case severity, case
, In Progress, Closed), Channel Type.
olution should provide built in pre-packaged dashboards to monitor no of open, in progress cases, false positive trend, fraud detection rate , investigators' performance
olution should allow business user to create their ard and reports using a drag and drop graphical
olution should allow end user to create custom g wide range of attributes including transaction ase attributes, customer and account attributes
plution should support wide range of dashboard reate different types of dashboards including pie nart, bubble chart, heat maps, angular chart etc.
olution should allow to export dashboard and various formats including pdf, xls and html
olution should allow to configure these reports ards to be sent to list of users via email.
lution should allow complete slicing and dicing of dashboards across various dimensions like nnel, geography etc.

Note: The scenarios are only illustrative in nature and the solution should be capable of creating / delivering alerts and reports based on various parameters as per the Bank / RBI / Government / Financial Intelligence Unit / and other regulatory requirements from time to time during the period of the project without any additional cost.





# 12. Format for pre-bid queries

Page No	RFP Point No/Title	Details as per RFP	Query	





## 13. Covering Letter

Ref. No:
То,
Asst. General Manager
Expenditure Department Indian Bank, Corporate Office, PB No: 5555, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai - 600 014
Dear Sir/Madam,
Ref: Indian Bank Tender No
Having examined the RFP including all Annexures, the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply and deliver the equipments and services including installations and commissioning in conformity with the said RFP.
We undertake, if our bid is accepted, to deliver the goods and services in accordance with the delivery schedule specified in schedule of requirement.
We agree to abide by this bid for the period of 180 days from the date of technical bid submission. Until the successful bidder is identified, this bid shall remain binding upon us.
We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
Dated this day of 2018.



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

(Name & Address of Bidder) \_\_\_\_\_





#### 14. Acceptance Letter to be given by the Bidder

To, Asst. General Manager Expenditure Department Indian Bank, Corporate Office, PB No: 5555, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai - 600 014 Dear Sir/Madam, Sub: : Acceptance of the Terms and Conditions and Confirmation of the Offer. Ref: Indian Bank Tender No. \_\_\_\_\_ The details submitted in the format above are true and correct to the best of our knowledge and if it is proved otherwise at any stage of execution of the contract, Indian Bank has the right to summarily reject the proposal and disqualify us from the process. We hereby acknowledge and confirm having accepted; bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of bidders for providing FRM solution. We also confirm that we have noted the contents of the RFP including various documents forming part of it and have ensured that there is no deviation in submitting our offer in response to the tender. The Bank will have the option to disqualify us in case of any such deviations. We also confirm that we will abide by the Terms & Conditions mentioned in the Tender Document in full and without any deviation. Place: Date: Seal & Signature of the Bidder





# 15. Format for letter from Bank where the FRM solution was implemented

Ref. No:
To, Asst. General Manager Expenditure Department Indian Bank, Corporate Office, PB No: 5555, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai - 600 014
Dear Sir/Madam,
Sub: Implementation of FRM Solution Ref: Indian Bank Tender No
This is to certify that M/shas implemented the Enterprise Fraud Risk Management Solution with the name in our Bank satisfactorily and the same is currently in use. The implementation of the solution started on And completed on
(Authorized Signatory) Name of the official: Name & Address of Bank:





## 16. SELF DECLARATION - BLACKLISTING

To
The Assistant General Manager
Expenditure Department
Indian Bank, Corporate Office
254-260 Avvai Shanmugam Salai
Royapettah, Chennai- 600 014, India.

Dear Sir,
Sub: Supply and implementation of FRM Solution.
Ref: Bid Document No dated
We hereby certify that, we have not been blacklisted currently by any Government Dept / PSI / Banks for non-implementation / non delivery of the order / not providing support.
Signature of Authorized Official
Name and Designation with Office Seal
Place:
Date:







## 18. MANUFACTURER'S AUTHORIZATION FORM

**Note:** This authorization letter should be printed on the letterhead of all the Original Equipment Manufacturers (OEM) and should be signed by a competent person having the power of attorney to bind the manufacturer.

RFP: Reference No.	Date:
То	
The Assistant General Manager Expenditure Department Indian Bank, Corporate Office, No: 254-260, Avvai Shanmugam Salai, Royapettah, Chennai - 600 014	
Dear Sirs,	
Sub: Providing FRM SOLUTION .	
Ref: RFP No. CO:INS:01/2018-19 dated 24.04.2018	
We are established and reputable manufacturers/ production having factories/ development facilities at	
dress of factory/ facility) do hereby authorize M/s	(ad
	bidder) to submit a Bid, and sign
We hereby extend full warranty for our Solution, Product firm against this Bid Invitation throughout the contract p firm to act on our behalf in fulfilling all installations, obligations required by the contract.	eriod. We duly authorize the said
We further certify that, in case the Authorized Partner is no contract during contract period, we, as the OEM, shall period their items through alternate & acceptable service proves ESCROW agreement alongwith the successful bidder.	form the said obligations with regard
Yours faithfully,	
(Signature) Name of Authorized Signatory: Designation: Date Name and address of the manufacturer Company Seal	





**Note:** This authorization letter should be printed on the letterhead of all the Original Equipment Manufacturers (OEM) and should be signed by a competent person having the power of attorney to bind the manufacturer.

RFP: Reference No.	Date:
То	
The Assistant General Manager Expenditure Department Indian Bank, Corporate Office, No: 254-260, Avvai Shanmugam Royapettah, Chennai - 600 014	Salai,
Dear Sirs,	
Sub: Providing FRM SOLUTION .	
Ref: RFP No. CO:INS:01/2018-19	9 dated 24.04.2018
We are established and reputa having factories/ development	ble manufacturers/ producers of facilities at
dress of factory/ facility) do h	(ad
	me and address of the bidder) to submit a Bid, and sign
firm against this Bid Invitation t	for our Solution, Products and services offered by the above hroughout the contract period. We duly authorize the said ulfilling all installations, Technical support and maintenance act.
contract during contract period, v	ne Authorized Partner is not able to meet its obligations as per we, as the OEM, shall perform the said obligations with regard & acceptable service provider. We also undertake to sign the e successful bidder.
Yours faithfully,	
(Signature) Name of Authorized Signatory: Designation: Date Name and address of the manufactory	cturer



#### 19. BID SECURITY FORM

Whereas (Hereinafter called "the Bidder") who intends to submit bid dated (date of submission of bid) for the supply of (name and/or description of the goods) (Hereinafter called "the Bid").
KNOW ALL PEOPLE by these presents that We
THE CONDITIONS of this obligation are:
1. If the Bidder
(a) withdraws its Bid during the period of bid validity
or
(b) does not accept the correction of errors in accordance with the Instructions to Bidders; or
1. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
(a) fails or refuses to execute the Contract Form if required;
or
(b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.
We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.
This Guarantee will remain in force up to and any demand in respect thereof should reach the Bank not later than

(Signature of the Authorised Official of Bank)

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





## 20. CONTRACT FORM

<u> </u>			
<b>THIS AGREEMENT</b> made theday of			
WHEREAS the Purchaser invited bids vide RFP No			
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:			
1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.			
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:			
<ul> <li>(a) the Bid Form and the Price Schedule submitted by the Bidder;</li> <li>(b) the Schedule of Requirements;</li> <li>(c) the Technical Specifications;</li> <li>(d) the Conditions of Contract;</li> <li>(e) the Purchaser's Notification of Award.</li> </ul>			
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.			
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.			
Brief particulars of the goods and services which shall be supplied / provided by the Supplier are as under:			
TOTAL VALUE:			
DELIVERY SCHEDULE:			
<b>IN WITNESS</b> whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.			
Signed, Sealed and Delivered by the said (For Indian Bank) in the presence of:			
Signed, Sealed and Delivered by the said (For the Supplier) in the presence of:			

of





***************************************				
21. Proforma for Performance Bank Guarantee				
Bank Guarantee No. Date:				
To:				
INDIAN BANK, CHENNAI, INDIA.				
WHEREAS				
<b>AND WHEREAS</b> it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a Recognised Bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract including Maintenance and Repairs of the entire system including cost of spares during warranty period.				
AND WHEREAS we have agreed to give the Supplier a Guarantee:				
THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of				
This guarantee is valid until theday of201 and claim period is valid upto				
Signature of Authorised Official with Seal				
Date2018.				
Address:				
NOTE:				
1. Supplier should ensure that seal and code no of the signatory is put by the bankers, before submission of the bank guarantee.				
2. Bank Guarantee issued by Banks located in India shall be on a Non-Judicial Stamp Paper of requisite value.				
3. Please note that guarantee to be valid for <b>72</b> months and claim period is one month.				





#### 22. NON-DISCLOSURE AGREEMENT

This Agreement made at2018.		, on this _		day of	-	
BETWEEN	а	company	incor	oorated	under the	e Companies
a company incorporated under the Compan Act, 1956 having its registered office at (hereinafter referr to as "" which expression unless repugnant to the context or meaning thereof be deem to include its successors and assigns) of the <b>ONE PART</b> ;				after referred		

#### AND

INDIAN BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 and having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai - 600 014 (hereinafter referred to as "IB" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the OTHER PART

and **IB** are hereinafter individually referred to as party and collectively referred to as "the Parties". Either of the parties which discloses or receives the confidential information is respectively referred to herein as Disclosing Party and Receiving Party.

#### WHEREAS:

The Parties intend to engage in discussions and negotiations concerning the establishment of a business relationship between them. In the course of such discussions and negotiations, it is anticipated that both the parties may disclose or deliver to either of the Parties certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to evaluate the feasibility of such business relationship (hereinafter referred to as "the Purpose").

# NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. <u>Confidential Information:</u> "Confidential Information" means all information disclosed/ furnished by either of the parties to another Party in connection with the business transacted/to be transacted between the Parties and/or in the course of discussions and negotiations between them in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof.

Either of the Parties may use the Confidential Information solely for and in connection with the Purpose.

Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it

from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, or (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

**2. Non-disclosure:** The Receiving Party 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 Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to consultants only if the consultant has executed a Non-disclosure Agreement with the Receiving Party that contains



terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. Further, any breach of non-disclosure obligations by such employees or consultants shall be deemed to be a breach of this Agreement by the Receiving Party and the Receiving Party shall be accordingly liable therefore.

Provided that the Receiving Party may disclose Confidential information to a court or governmental agency pursuant to an order of such court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

- 3. <u>Publications:</u> Neither Party shall 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 other Party.
- 4. <u>Term:</u> This Agreement shall be effective from the date hereof and shall continue till establishment of business relationship between the Parties and execution of definitive agreements thereafter. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

Notwithstanding anything to the contrary contained herein the confidential information shall continue to remain confidential until it reaches the public domain in the normal course.

- 5. <u>Title and Proprietary Rights:</u> Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.
- 6. Return of Confidential Information: Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.
- 7. Remedies: The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.
- 8. Entire Agreement, Amendment, 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



For and on behalf of

- consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
- **9.** Governing Law and Jurisdiction: The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts/tribunals in Chennai.
- 10. General: The Receiving Party 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 Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.
- **11. Indemnity:** The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants.
- IN WITNESS WHEREOF, the Parties hereto have executed these presents the day, month and year first hereinabove written.

Name of Authorized signatory:		
Designation:		





#### 23. INTEGRITY PACT

Annexure

(To be executed by the successful bidder on Rs.100/- stamp paper for all applicable tenders of value > Rs.1000 lakh)

#### INTEGRITY PACT

#### Between

Indian Bank hereinafter referred to as "The Bank"

and

...... Hereinafter referred to as "The Bidder/Contractor"

#### Preamble

In order to achieve these goals, the Bank will appoint an independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Bank

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

#### <u>Section 2</u> – Commitment of the Bidder(s)/Contractor(s)

- (1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- (a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Bank's employees involved in the tender process or the





- execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (b) The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act: further, the Bidder (s) / Contractor (s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or documents provided by the Bank as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (d) The Bidder (s) / Contractor (s) of foreign origin shall disclose the name and address of the Agents/Representatives in India, if any. Similarly, the Bidder(s)/Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder (s) / Contractor (s). Further as mentioned in the Guidelines, all the payments made to the Indian Agent/Representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at Annexure.
- (e) The Bidder (s) / Contractor (s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder (s) / Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

#### Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder (s) / Contractor (s), before award or during execution has committed a transgression through a violation of Section 2, above or any other form such as to put his reliability or creditability in question, the Bank is entitled to disqualify the Bidder (s) / Contractor (s) from the tender process.

#### Section 4 – Compensation for Damages

- (1) If the Bank has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Bank is entitled to demand and recover the damages equivalent to Earnest Money Deposit /Bid Security.
- (2) If the Bank has terminated the contract according to Section 3, or if the Bank is entitled to terminate the contract according to Section 3, the Bank shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to performance Bank Guarantee.

#### Section 5 - Previous Transgression

(1) The Bidders declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.





- (2) The Bidder agrees that if he makes incorrect statement on this subject, bidder is liable to be disqualified from the tender process or the contract, if already awarded, is liable to be terminated for such reason.
- (3) The imposition and duration of the execution of the bidder will be determined by the bidder based on the severity of transgression.
- (4) The Bidder/Contractor acknowledges and undertakes to respect and uphold the Bank absolute right to resort to and impose such exclusion.
- (5) Apart from the above, the Bank may take action for banning of business dealings/holiday listing of the Bidder/ Contractor as deemed fir by the Bank.
- (6) If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has implemented a suitable corruption prevention system, the Bank may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

#### Section 6 - Equal treatment of all Bidders/Contractors/Sub-Contractors

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Bank before contract signing. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/Sub-vendors.
- (2) The Bank will enter into agreement with identical conditions as this one with all Bidders/Contractors.
- (3) The Bank will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### Section 7 – Criminal charges against violating Bidder(s) /Contractor(s) /Sub contractor(s)

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

#### Section 8 – Independent External Monitor / Monitors

- (1) The Bank appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Authority designated by the Bank.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentations of the Bank including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration



of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidders)/Contractors(s)/Subcontractors(s) with confidentiality.

- (4) The Bank will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Bank and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Bank and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Authority designated by the Bank, within 8 to 10 weeks from the date of reference or intimation to him by the Bank and, should the occasion arise submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to Authority designated by the Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Authority designated by the Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word 'Monitor' would include both singular and plural.

#### Section 9 - Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded on whomsoever it may be.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Bank.

#### Section 10 - Examination of Books of Accounts

In case of any allegation of, violation of any provisions of this Integrity Pact or payment of commission, the Bank or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

#### Section 11 - Other provisions

- (1) This agreement is subject to Indian Law, Place of performance and jurisdiction is the Corporate Office of the Bank, i.e. Chennai.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.



- (3) If the Contractor is a partnership or a Consortium, this agreement must be signed by all partners or Consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board resolution.
- (4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.
- (6) Any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact, any action taken by the Bank in accordance with this Agreement/Pact or interpretation thereof shall not be subject to arbitration.

The parties hereby sign this Integrity Pact at	on
(For & On behalf of the Bank)	(For & On behalf of Bidder/Contractor)
(Office Seal)	(Office Seal)
Place	Place
Date	Date
Witness 1:	Witness 1:
(Name & Address)	(Name & Address)
	·
Witness 2:	Witness 2:
(Name & Address)	(Name & Address)







#### **GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with Bank shall apply for registration in the prescribed Application-Form available on <a href="https://www.indianbank.co.in">www.indianbank.co.in</a>
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public / Original certificate of the principal confirming the Agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/retainership being paid by the principal to the agent before the placement of order by Bank.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (ie. Principal) before finalizing the order.

## 2.0 DISCLOSURE OF PARTICULARS OF AGENTS/REPRESENTATIVES IN INDIA, IF ANY:

- 2.1 Tenderers of Foreign Nationality shall furnish the following details in their offer:
- 2.1.1. The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
- 2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.
- 2.1.3 Confirmation of the Tenderer that the commission/remuneration if any, payable to his agents/representatives in India, may be paid by Bank in Indian Rupees only.
- 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
- 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
- 2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.
- 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by Bank in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
- 2.3 In the either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph 2.0 above will render the concerned tender liable for rejection or in the event of a contract materializing, the



same is liable to termination by Bank. Besides this there would be a penalty of banning business dealings with Bank or damage or payment of a named sum.

- 3.0 DISCLOSURE BY INDIAN AGENTS OF PARTICULARS OF THEIR FOREIGN SUPPLIER/ CONTRACT AGENCY AND FURNISHING OF REQUISITE INFORMATION.
- 3.1.1 The name and address of foreign supplier/contract agency indicating their nationality as well as their status, i.e manufacturer or agent of manufacturer holding the letter of authority.
- 3.1.2 Specific authorization letter by the foreign supplier/contract agency authorizing the agent to make an offer in India in response to tender either directly or through their agents / representatives.





## 24. Declaration to be submitted by the bidder on confidentiality

Note: The bidder has to submit the following declaration as part of Service level agreement.

RFP: Reference No.

Date:

To

The Assistant General Manager Expenditure Department Indian Bank, Corporate Office, No: 254-260, Avvai Shanmugam Salai, Royapettah, Chennai - 600 014

Dear Sirs,

Sub: Providing FRM Solution.

Ref: RFP No. CO:INS:01/2018-19, Purchase Order Ref No. .....

As part of the agreement under the above reference, We hereby agree that:

- 1) RBI or persons authorized by it shall access the records of Bank and M/s ...... (successful bidder) related to the agreement referred above and cause inspection.
- We (successful bidder) shall maintain confidentiality of customer information and will not disclose any confidential information including customer information even after completion of the contract.
- 3) We (successful bidder) shall obtain prior approval of the bank for use of sub-contracters for outsourced activity etc. Prior approval of the bank shall be obtained for any change proposed in any sub-contractors.
- 4) We (successful bidder) shall isolate and clearly identify the Indian Bank's customers' information, documents, records and assets to protect the confidentiality of the information, while acting as an outsourcing agent for multiple clients.

Yours faithfully,

(Signature)
Name of Authorized Signatory:
Designation:
Date
Company Seal





## 24. Self Declaration - Criminal background

To The Assistant General Manager Expenditure Department Indian Bank, Corporate Office 254-260 Avvai Shanmugam Salai Royapettah, Chennai- 600 014, India.

Dear Sir,
Sub: Supply and implementation of FRM Solution.
Ref: Bid Document No dated
We hereby certify that, we, or our Directors or Key persons do not have any criminal record /background/involvement. No FIR is registered in our names and /or charge sheet filed against any of us and /or criminal proceedings pending against us and/or we have not been convicted of any criminal offence in the last 3 years preceding to the notification of this Tender.
Signature of Authorized Official
Name and Designation with Office Seal
Place:
Date:
***************************************





## 25. Check List for enclosures

SL No	Details of enclosure	Submitted / Not submitted
1	Documentary proof for OEM having implemented the solution in one of the scheduled commercial banks (excluding RRBs) in India. In the case of global banks, Documentary proof for the total business of the Bank. Documentary proof from the concerned institution for having implemented the solution and is currently in use are to be produced (Eligibility Criteria 4.1) (refer item No. 15 of RFP)	
2	Documentary proof for bidder having implemented FRM Solution in one of the scheduled commercial bank (excluding RRBs) in India. In the case of global banks, Documentary proof for the total business of the Bank. Documentary proof from the concerned institution for having implemented the solution and is currently in use are to be produced (Eligibility Criteria 4.2) (refer item No. 15 of RFP)	
3	Copy of Certificate of Incorporation issued by the Registrar of Companies for the proof of the company having registered in India. (Eligibility Criteria 4.4)	
4	Certificate from a chartered Accountant supported by Audited Financial Statements (and Annual Reports, if applicable) that the bidder is having positive networth and Turnover not less than Rs. 50 Crores for the last 3 years. (Eligibility Criteria 4.5 & 4.6)	
5	An undertaking by the bidder that it will provide operational and technical support to the bank at Chennai & Hyderabad along with the list of support centres at these locations. (Eligibility Criteria 4.7)	
6	A self declaration by the bidder/OEM that they have not been blacklisted by any Bank/PSU/GOI Department for non-implementation / non delivery ofthe order / not providing support currently as on date of submission of bid. (Eligibility Criteria 4.8) (refer item No.17 of RFP)	
7	Self declaration by the bidder that the FRM Solution is compatible with all the guidelines issued by regulatory/government bodies. (Eligibility Criteria 4.9-1)	
8	Covering Letter (refer item No. 13 of RFP)	
9	Acceptance Letter to be given by the Bidder (refer item No. 14 of RFP)	
10	Declaration letter from the OEMs that the sizing of hardware has been considered as per the requirements and they stand guarantee for the performance issues if any noticed (refer item No. 18 of RFP)	
11	Self declaration that the Bidder or its Directors or Key persons do not have any criminal record /background/involvement. No FIR is registered in their names and /or charge sheet filed against them and /or criminal proceedings pending against them and/or they have not been convicted of any criminal offence in the last 3 years preceding to the notification of this Tender	
12	Manufacturer's authorization Form (MAF) in the Bank's format. (refer item No. 19 of RFP)	
13	Declaration from bidder for having back to back arrangement with OEMs individually. (please refer clause No.10.4.9)	
14	Bid Security (refer item No. 20 of RFP)	



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15	Power of Attorney / resolution authorizing the official for signing the Bid. (please refer clause No. 5.6)	1
16	Demand Draft for Rs. 10,000/- (Rupees Ten thousand only) towards Bid document Charges if not submitted earlier	
17	The copy of RFP duly signed with seal by the authorized person, as a proof for having accepted all the terms and conditions in toto without deviation.	
18	Detailed Bill of material for hardware & software components with make and model and Charectoristics without price information	
19	Integrity Pact	
	Check list for Successful bidder	
1	Performance Gurantee (refer item number 22)	
2	Non-disclosure agreement in the bank's format (refer item number 23)	
3	Non-disclosure agreement by the employees of the bidder related to the project in Bank's format.	
4	Certificate of Satisfactory background Check of all the employees of the SI and OEM resources associated with the project. This Certificate has to be issued every time there is a change or addition of new members on the project also.	
5	Declaration regarding accessibility to RBI, confidentiality etc (refer item number 24)	
6	Bank may choose to take an undertaking from Vendor employees to maintain the confidentiality fo the Bank's information /documents etc. Bank may seek details / confirmation on background verification of Vendor's employees worked / working on Bank's project as may have been undertaken / executed by the vendor. Vendor should be agreeable for any such undertaking/verification.	

Verified and found all the documents to be in the same order in both Hard copy and Soft Copy.

Signature of Authorised	
Signatory	
-	
Name	
Designation	
Telephone Number	
Mobile number	
e-mail id	

