

**Central Bank of India**

***Department of Information Technology,***

Tender No. CO: DIT: PUR: 2022-23:370

**Request for Proposal (Bid) Document**

**For**

**Digital Lending Platform -   
Supply, Implementation and Maintenance under CAPEX Model**

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**TABLE-1: IMPORTANT DATES AND INFORMATION ON RFP SUBMISSION**

|  |  |  |
| --- | --- | --- |
| **S. No** | **Particulars** | **Timeline** |
| 1 | Tender Reference Number | CO:DIT:PUR:2022-23:370 |
| 2 | Date of RFP Issuance | 04/01/2023 |
| 3 | Cost of RFP / Bid Document: Non-Refundable | ₹ 50,000/- (Rs. Fifty Thousand Only) including taxes |
| 4 | Last Date of Receiving request for queries / clarifications before the Pre-bid Meeting | 11/01/2023 |
| 5 | Bid Security (EMD) | An amount of Rs.1,00,00,000/- (Rs. One Crore Only) in the form of Bank Guarantee issued by an scheduled commercial bank other than Central Bank of India for the entire period of Bid validity plus 3 months or by means of banker’s cheque/ Account Payee Demand Draft /RTGS/NEFT in the account no.- 3287810289 of Central Bank of India (IFSC Code – CBIN0283154) with narration Tender ref no CO:DIT:PUR:2022-23:370 in favor of “Central Bank Of India” and payable at Mumbai/Navi Mumbai. |
| 6 | Pre–bid Meeting Date & Time and Venue Details | 13/01/2023 at 15:00 hrs.  Central Bank Of India  Department Of IT ( DIT),  Plot no-26, Sector-11,  CBD Belapur, Navi Mumbai- 400614 |
| 7 | Last Date and Time submission of Bids Mode of bid submission & online portal’s URL | 30/01/2023 up to 15:00 hrs.  Mode-Online URL: <https://centralbank.abcprocure.com/EPROC> |
| 5 | Time & Date of Opening of technical bids | 30/01/2023 at 15:30 hrs |
| 6 | Date, time and venue of presentation & demo by the eligible bidders | Shall be intimated separately by the Bank through email to the eligible bidders. |
| 7 | Opening of commercial bids | Date and time will be intimated to technically qualified bidders by email registered during bid submission. |
| 8 | Address for Communication | General Manager-IT  Central Bank Of India  Department Of IT ( DIT),  Plot no-26, Sector-11,  CBD Belapur, Navi Mumbai- 400614  Mail address :  [smitpurchase@centralbank.co.in](mailto:smitpurchase@centralbank.co.in)  digitalmobile@centralbank.co.in  agmitdlc@centralbank.co.in |
| 9 | Contact Telephone Numbers | 022- 27582363, 67123669, 67123670 |

**List of Abbreviations used in the RFP:**

Bank refers to “Central Bank of India including its branches, administrative offices, processing centers, and all other offices

Service Provider, Bidder, Vendor, Applicant means respondent to RFP

RFP is Request for Proposal

|  |  |
| --- | --- |
| AM | Approach and Methodology |
| AMC | Annual Maintenance contract |
| APIs | Application Programming Interface |
| APT | Advanced Persistent Threat |
| ATM | Automated Teller Machine |
| ATS | Annual Technical Support |
| Bank | Central Bank of India |
| BC | Business Continuity |
| BOM | Bill of Material |
| BRS | Business Requirement Specification |
| CB | Commercial Bid |
| CBI | Central Bank of India |
| CBS | Core Banking Solution |
| CD | Compact Disk |
| CMS | Card Management System |
| CPC | Common Point of Compromise |
| CPU | Central Processing Unit |
| DB | Database |
| DC | Data Centre |
| DLP | Digital Lending Platform |
| DR | Disaster Recovery |
| DRC/ DRS | Disaster Recovery Centre/ Site |
| EFRMS | Enterprise Fraud Risk Management System |
| EMD | Earnest Money Deposit |
| FI | Financial Inclusion |
| FM | Facility Management |
| FR | Functional Requirements |
| FY | Financial year |
| GOI | Government of India |
| GSI | Global system integrator |
| GST | Goods & Service Tax |
| GUI | Graphical User Interface |
| HA | High Availability |
| HLD | High Level Design Document |
| HRMS | Human Resource Management System |
| HSM | Hardware Security Module |
| IRM | Integrated Risk Management |
| IS | Information Security |
| ISO | International Organization for Standardization |
| IT | Information Technology |
| LLD | Low Level Design Document |
| LLP | Limited Liability Partnership |
| MAF | Manufacturer Authorization Form |
| MO | Management Organization |
| MQ | Messaging & Queuing |
| MS SQL | Microsoft Structured Query Language |
| MSME | Micro, Small & Medium Enterprise |
| NBFC | Non-Banking Financial Company |
| NDA | Non-Disclosure Agreement |
| NEFT | National Electronic Funds Transfer |
| NPCI | National Payment Corporation of India |
| NS | Near Sites |
| NTSL | Net Settlement Report |
| NUUP | National Unified USSD [Unstructured Supplementary Services Data] Platform |
| OEM | Original equipment manufacturer |
| OEM | Original Equipment Manufacturer |
| OPD | Original Platform Developer |
| OS | Operating System |
| OSD | Original Software Developer |
| PD & BP | Project Demonstration & Bid Presentation |
| PBG | Performance Bank Guarantee |
| PO | Purchase Order |
| PoP | Point of Presence |
| POS | Pont of Sale |
| PSE | Public Sector Enterprise |
| PSP | Payment System Player |
| PSU | Public Sector Undertaking |
| QR code | Quick Response Code |
| RAM | Random Access Memory |
| RBI | Reserve Bank of India |
| RCA | Root cause analysis |
| RFP | Request for Proposal |
| RPO | Recovery point objective |
| RRB | Regional Rural Bank |
| RTGS | Real Time Gross Settlement |
| RTO | Recovery Time objective |
| SAN | Storage Area Network |
| SAS | Serial attached SCSI |
| SCB | Scheduled Commercial Bank |
| SDKs | Software Development Kits |
| SDR | Single Data Repository |
| SEBI | Securities Exchange Board of India |
| SI | System Integrator |
| SIEM | Security Information & Event Management |
| SLA | Service Level Agreement |
| SOP | Standard Operating Procedures |
| SPOC | Single Point of Contact |
| SRS | System Requirement Specification |
| SSD | Solid state drive |
| T&D | Training and Development |
| TB | Technical Bid |
| TCO | Total Cost of Ownership |
| TPS | Transactions Per Second |
| TR | Technical Requirements |
| UAT | User Acceptance Testing |
| UI /UX | User Interface / User Experience |
| UPI | Unified Payment Interface |
| USSD | Unstructured Supplementary Services Data |
| VA | Vulnerability Assessment |
| VPA | Virtual Payment address |
| XML | Extensible Mark-up language |

# Section I – Instructions to Bidders

# Invitation for Tender Offers

Central Bank of India, The Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970 having its Central Office at Chandermukhi, Nariman Point, Mumbai-400021 hereinafter called "Bank" and having 90 Regional Offices (RO), 12 Zonal Offices (ZO) and 4617 plus branches spread across India, invites online tender offers (Technical offer and Commercial offer) from eligible Vendors to Supply, Implement, and Maintain Omnichannel Digital Lending Platform under CAPEX Model.

The Bank through this RFP is interested in identifying solution and Service Provider for Development, Implementation, Management & Maintenance of a Digital Lending Platform.

While the Bank has a Loan Origination and Management system LOS and LMS integrated to Core Banking Solution with live branch journeys across loans, the bank would like to provide end to end online STP digital products to its customers using the Digital Lending Platform

As part of the Digital Transformation initiative, the bank would like to leverage the new age technology to upsell / cross-sell, monitor and manage lending journeys for their customers. Bank wishes to provide a Straight Through Process (STP) or Near Straight Through Process (NSTP) solution. The offered solution is expected to cover the journeys from loan origination to loan management journey for Retail, Agri, MSME and Corporate loans, encompassing lead management, application, documentation, underwriting, fraud checks, legal checks, valuation, decision, digital onboarding, disbursal documentation, customer relationship management and collections after the final disbursement.

The platform should offer intuitive user interface (UI/UX), based on strong technology platform with agile Development, OCR and Open API-based digital data ecosystem to increase digitization at source, Digital verification for proof of customer (KYC, income, repayment capability), Integrate with external data sources for enhanced data collection, data underwriting models AI & ML, analytics & data-based credit decisioning using structured and unstructured data from different digital sources to objectively determine credit worthiness of clients.

The proposed Digital Lending platform should be built using micro-services architecture, support scalability and support an omni-channel customer experience, with an intuitive UI, support low code /no code and enable the adoption of analytics and AI.

The platform has to interface with the customers through front-end web-portal, mobile-banking/ net-banking/ TAB/ customer support and other channels right from lead/sourcing till the entire journey completion, with required digital interactions of all Bank and third parties’ officials like panel advocates, valuers, DSAs, feet on street, Business Correspondents, collection agents, etc. support for an omni-channel platform mobile application for an end-to-end digital journey. The end-to-end loan journeys for walk-in-customers at branch will also be initiated and carried out by branch officials on the front-end on the offered digital lending platform.

The Digital Lending Platform (DLP) should be a Multi-lingual, responsive web portal and Android & iOS-based Application, enabling Customers and Employees/Agents/Partners (field agents, Lawyers, valuers, etc. to record physical visits, give comments, upload documents, etc.) with common User Interface / User Experience (UI/UX) across Web, Mobile and Tab for all the Products

The platform needs to be built on a modular architecture to achieve the desired scale while having the ease to configure/ enhance, and modify as per future requirements. Further, assisted journey would cover forwarding of recommendations/ in-principle approvals to the selected/specified branch/ back-office/ Agent/ partner for onward processing and sanction/rejection (including management of exceptions and deviations), create the Loan Account, create charge and share other relevant information to Bank’s CBS system, including Documentation (soft copy and printable formats) and Disbursement.

# Bidding Process

A complete set of tender documents may be purchased by eligible bidders on payment of non-refundable amount of amount mentioned in **TABLE-1** by demand draft/ Banker’s cheque /RTGS/NEFT in the account no.-3287810289 of Central Bank of India (IFSC Code – CBIN0283154) with narration Tender ref no CO:DIT:PUR:2022-23:370 in favor of “Central Bank Of India” and payable at Mumbai/ Navi Mumbai. The proof of cost paid of Tender Document is to be submitted by Bidders for participating in the pre-bid meeting and a copy of confirmation is to be uploaded with the Technical Bid.

The Bidders should enroll/ register before participating through e-procurement website. Bidder should support all the requisite eligibility criteria listed by the bank in Section-3 of this document.

Bids have to be submitted online only through e-procurement website. The bidders will also need to submit necessary documents physically through offline mode to the address mentioned in the RFP.

The Commercial Bid (Part II) will be submitted online only through same site and intimation will be given by email to all qualifying bidders about the date and time of opening of commercial bids

The pre bid meeting will be held in person with the bidders who have submitted proof of remittance of document/Tender cost or exemption certificate of MSME by email to the Bank on or before the stipulated time.

For any clarification with respect to this RFP, the bidder may send their queries/suggestions, valuable inputs and proof of remittance of document cost or exemption certificate of MSME by email to the Bank. It may be noted that all queries, clarifications, questions etc., relating to this RFP, technical or otherwise, must be in writing only and should be sent to designated email ID within stipulated time as mentioned.

In accordance with Government of India guidelines, Micro and Small Enterprises are eligible to get tender documents free of cost and also exempted from payment of earnest money deposit upon submission of valid MSME certificate copy.

Start-ups (which are not MSEs) are exempted only from Bid security amount.

Tender offers will normally be opened half an hour after the closing time. Any tender received without Document/Tender Cost, will be disqualified.

Technical Specifications, Terms and Conditions and various format and Performa for submitting the tender offer are described in the tender document and its Annexures.

**General Manager-IT**

**DIT, Central Bank of India, Sector-11,**

**CBD Belapur, Navi Mumbai-400614**

**DISCLAIMER** The information contained in this Request for Proposal (RFP) document or information conveyed subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of Central Bank of India (Bank), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

# Instructions to Bidders

3.1. Bidders are expected to read and follow all instructions, terms and conditions set out in the RFP. In the event of a doubt the same should be clarified from the Bank before submitting the bid.

3.2. Pre Bid Meeting

a. A pre-bid meeting will be held through physical mode (offline) on the date and time mentioned in **TABLE-1**. Bidder’s designated representatives (maximum two persons) may attend the pre-bid meeting.

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

c. The Bidder is requested to submit any queries/clarifications to the Bank to the following email id on or before the date and time mentioned in **TABLE-1.**

3.3 Amendment of Bidding document

3.3.1 At any time prior to the deadline for submission of bids, the Bank, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective Bidder, may modify/ cancel/ extend/ amend the Bidding Document by modification(s) / amendment(s).

3.3.2 All prospective bidders will be communicated of the details of amendments and clarifications. Signed copy of the amended document should form part of the Technical Bid. The amendments if any, will be published in the e-procurement website as well as Banks website and will form part of the Bidding document.

3.3.3 The bid, submitted cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted in writing by the Bank.

# Technical Bid

The Bidder shall furnish as part of the technical bid, documents establishing the bidder’s eligibility to bid and their qualifications to perform the Contract. The documentary evidence of the Bidder’s eligibility to bid and qualifications to perform the Contract if its bid is accepted, shall establish to the Bank’s satisfaction that, the Bidder has the financial and technical capability necessary to perform the Contract and that, the Bidder meets the qualification requirements. Any bid document not accompanied by the above will be rejected.

Bidder shall NOT submit any information related to Commercials in the technical bid submission process or elsewhere except in Commercial Bid Submission form in e-procurement portal. Commercial bid submitted along with other documents in technical bid shall result in the disqualification of the Bid without prejudice to other rights and remedies available to the Bank as per the Terms & Conditions of the RFP

# Commercial Bid

5.1. The Bank will open commercial bids of only technically qualified bidders and date and time will be intimated to technically qualified bidders, after evaluation of Part-I .

5.2. The calling for quote does not confer any right on the bidder for being awarded any purchase order

# Bid Security (EMD)

The Bidder must fulfill following eligibility criteria:

An amount of as mentioned in **TABLE-1** in the form of Bank Guarantee issued by a scheduled commercial bank other than Central Bank of India for the entire period of Bid validity plus 3 months or by means of Account Payee Demand Draft / banker’s cheque /RTGS/NEFT in the account no.-3287810289 of Central Bank of India (IFSC Code – CBIN0283154) with narration Tender ref no CO:DIT:PUR:2022-23:370 in favour of “Central Bank Of India” and payable at Mumbai/Navi Mumbai.

# Cost of Bid Document

An amount mentioned in **TABLE-1** along with technical bid to be submitted in the form of DD favouring Central Bank Of India, payable at Mumbai.

[A]. MSE/ NSIC registered bidders are exempted from submitting the bid cost. Such bidders should submit the copy of registration certificate and other document as proof which should be valid for the current period.

# Performance Bank Guarantee (PBG)

As mentioned above, the Successful Bidder will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) from scheduled commercial Bank other than Central Bank of India, in the format given in Annexure-11, for 3% of the total project cost valid for 90 months, (implementation period + 7 years for total project period plus 6 months for claim period) validity of PBG starting from its date of issuance. The PBG shall be submitted within 21 days of the PO acceptance by the Bidder.

The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing bank on their letterhead. Such forwarding letter shall state that the PBG has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Bank Authorities) is required to mention the Power of Attorney number and date of execution in his / her favour with authorization to sign the documents.

Each page of the PBG must bear the signature and seal of the PBG issuing Bank and PBG number.

In the event of the Successful Bidder being unable to service the contract for whatever reason, Bank may provide a cure period of 30 days and thereafter invoke the PBG, if the bidder is unable to service the contract for whatever reason.

In the event of delays by Successful Bidder in AMC support, service beyond the schedules given in the RFP, the Bank may provide a cure period of 30 days and thereafter invoke the PBG, if required.

Notwithstanding and without prejudice to any rights whatsoever of the Bank under the contract in the matter, the proceeds of the PBG shall be payable to Bank as compensation by the Successful Bidder for the failure to complete their obligations under the contract, indicating the contractual obligation(s) for which the Successful Bidder is in default.

The Bank shall also be entitled to make recoveries from the Successful Bidder's bills or any other amount due, the equivalent value of any payment made to the successful bidder by the bank due to inadvertence, error, collusion, misconstruction or misstatement.

The PBG may be discharged / returned by Bank upon being satisfied that there has been due performance of the obligations of the Successful Bidder under the contract. However, no interest shall be payable on the PBG.

# Eligibility Criteria

The Bidder must fulfil following eligibility criteria:

| **Sl No** | **Eligibility of the Bidder** | **Documents to be submitted** | **Compliance**  **(Y/N)** |
| --- | --- | --- | --- |
| 1 | Bidder should be a Registered company under Indian Companies Act. 1956/2013 or LLP/Partnership firm and should have been in existence for a minimum period of **3 *years*** in India, as on date of submission of RFP | Copy of the Certificate of Incorporation issued by Registrar of Companies/Registrar of firms and full address of the registered office of the bidder |  |
| 2 | Bidder should be registered under G.S.T. and/or tax registration in state where bidder has a registered office | Proof of registration with GSTIN |  |
| 3 | The bidder should have an annual turnover of INR 25 Crores per annum in India any two of the last three financial years (i.e. 2019-20, 2020-21 and 2021-22) as per the audited balance sheet available at the time of submission of tender, of individual company and not as group of companies | Copy of audited Balance Sheet and  Certificate of the Chartered Accountant for preceding two FYs |  |
| 4 | The bidder should have positive net worth in any two of the last three financial years (i.e. 2019-20, 2020-21 and 2021-22) of over 10 Crores | Copy of audited Balance Sheet and  Certificate of the Chartered Accountant for preceding three FY |  |
| 5 | The Bidder should have a minimum of experience of 2 years in delivering software products and services commercially  in the area of Digital Lending Platform | Submit the undertaking on Company’s letter head |  |
| 6 | The Bidder should have implemented Digital Lending Platform using the offered solution at least in 2 Scheduled Commercial Banks in India having at least 500 branches each  AND  one NBFC with over Rupees 10,000 crores using this lending platform | Credential letters along with proof of transaction |  |
| 7 | Bidder/OEM should have a full-scale Development and Support center in India with at least 100 resources across technical roles like Enterprise Architect, Developer (front end/back end), UI/UX Designer, DevOps Engineer, Automation Tester etc.  Bidder/ OEMs should have service/ support infrastructure at Mumbai and Hyderabad and should be able to provide efficient and effective support | Submit self-declaration on Company’s letter head |  |
| 8 | At the time of bidding, the Bidder should not have been blacklisted/debarred/ by any Govt. / IBA/RBI/PSU /PSE/ or Banks, Financial institutes for any reason or non-implementation/ delivery of the order. Self-declaration to that effect should be submitted along with the technical bid. | Submit an undertaking on Company’s letter head |  |
| 9 | At the time of bidding, there should not have been any pending litigation or any legal dispute in the last 2 years, before any court of law between the Bidder or OEM and the Bank regarding supply of goods/services. | Submit an undertaking / self-declaration on Company’s letter head |  |
| 10 | Bidder/OEM should not have   * NPA with any Bank /financial institutions in India * Any case pending or otherwise, with any organization across the globe which affects the credibility of the Bidder in the opinion of Central Bank of India to service the needs of the Bank | Submit self-declaration on Company’s letter head. |  |
| 11 | If the bidder is from a country which shares a land border with India, the bidder should be registered with the Competent Authority | Certified copy of the registration certificate |  |

# Evaluation Criteria

All bids shall be evaluated by an Evaluation Committee set up for this purpose by the Bank. The evaluation shall be on the basis of technical competence and the price quoted.

The Technical Evaluation and the Commercial Evaluation shall have the weightage of 70% and 30% respectively, and this weightage shall be taken into consideration for arriving at the Successful Bidder. The assessment methodology is covered in the next section. The proposals will be evaluated in three stages.

1. Stage 1 – Eligibility Criteria
2. Stage 2 – Technical Bid
3. Stage 3 – Commercial Bid

**10.1 Stage 1-Eligibility Criteria**

Eligibility criterion for the Bidders to qualify this stage is as mentioned above.

The Bidders who meet all these criteria would only qualify for the second stage of evaluation.

**10.2 Normalization of Bids**

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

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

**10.3 Stage 2-Technical Evaluation Criteria**

The technical evaluation criterion would broadly involve the following major areas:

The weightage for technical scoring will be as follows

|  |  |  |
| --- | --- | --- |
| **Sl. No** | **Stage 2** | **Marks** |
| 1 | **Credentials and Experience** | **50** |
| 2 | Availability of Out of the box journeys | 100 |
| 3 | Functional Features | 100 |
| 4 | Technical Features | 100 |
| 5 | Presentation | 100 |
| 6 | Product Demo | 150 |
|  | **Total** | **600** |

The Minimum Qualifying Marks for Next Stage of evaluation is 70% i.e. 420 out of 600. However, Bank reserves the right to relax the criteria but not less than 50%.

1. Experience and References: Prior experience of the bidder in undertaking projects of similar nature. Customer reference letter from SCB/NBFCs where implementation has been completed.
2. Out of the box journeys for Retail/Agri/MSME: Supporting Document to be presented as evidence for implementation of Retail / Agri / MSME at SCB /NBFCs
3. Functional and Features Specification: The Functional Parameters for Evaluation have been given in Annexure 13, Onboarding journeys to be available out of the box.
4. Technical Specification: The Technical Parameters for Evaluation have been given in Annexure 13
5. Presentation: understand approach, project plan, project team structure etc.
6. Demo: Demonstration to cover Out of The Box Journeys, Key Integrations and Capabilities

**10.4 Stage 3 -Commercial Evaluation Criteria**

1. Only those Bidders who have qualified after Stage 2 of Technical evaluation will be eligible for the further participation in the Procurement process. The total cost of ownership for the purpose of evaluation shall be calculated over the contract period of 7 years, (total cost of products & services). At the end of 7 years, the contract may be renegotiated as mutually agreed by both parties.
2. The score(s) will be calculated for all technically qualified bidders using the formula

S = (0.3 x ) (0.7 x )

1. Bank will award the contract to the successful Bidder whose score “S” is the highest as per the above mentioned formula.
2. The Bidder shall not add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification

The commercial evaluation would cover

a) Compliance to the Commercial Bid as in Annexure 2

The Bidder is expected to provide their “compliance‟ against each item stated in the Commercial Bid, this means that the Bidder confirms to the provisioning of the stated product or service and the terms of the RFP and subsequent addendums. Deviations to the Compliance requirements may lead to disqualification.

b) Bidder’s detailed work plan – Bidder to share Gantt chart in conformity with the stated timelines. The Bidder should also share the key profiles and the number of representatives (across OEMs as well) being deployed across the Implementation Phase

c) Presence of Bidder’s Service centers in Mumbai and Hyderabad

The Bidder must satisfy BOTH of the following two categories to qualify for commercial evaluation (Stage 3).

1. The bidder must comply to scope of the requirement as set out in the RFP and
2. The Bidder must comply to all the line items in Annexure 2- Commercial Bid indicated by The Bank as “(Bidder shall provide their compliance here)” in column “Bidder compliance (Yes/No)” Bidders are required to comply with the requirements stated herein, if any Bidder’s response is found to be non-compliant, then The Bank at its discretion may reject the Bid. Hence only the Bidders who have achieved the set compliance will be considered for commercial bid evaluation.

# Manufacturer’s Authorization Form

Bidders must submit a letter of authority from their manufacturers in Annexure-8 that they have been authorized to quote OEM Product.

# Section II. Scope of Work



## **Scope Summary**

The Bank through this RFP is interested in identifying Solution and Service Provider for Development, Implementation, Management & Maintenance of Digital Lending Platform for Seven Years and extendable upto ten years, under CAPEX Model.

The Bank is running a technology transformation program, and a digital lending platform is required to support this transformation through modern capabilities for origination, underwriting, disbursement, Management including collaterals, credit monitoring, contract generation etc. and an intuitive omnichannel user interface for rich user experience.

To boost business agility, the digital lending platform should support faster launch of lending products through pre-built lending journeys, easy configuration, and accelerators, and provide best-in-class features for workflow management, monitoring, administration, reporting, data analytics etc.

The digital lending platform should integrate with existing as well as new systems for digital banking, CBS, enterprise integration bus (ESB), CRM, EFRMS, LMS etc. to support the transformation without disruption to business.

## **Existing Systems Details**

* 1. The bank has implemented LendSafe (loan origination and loan Management System) from M/s SysArc catering to the branch journeys.
  2. TCS Bancs24 is the CBS platform

## **Scope of Work**

Minimum requirements for the Integrated Digital Lending Platform to be delivered are as follows:

The Bank intends to select a bidder to supply, install, integrate and operationalize a suitable Digital Lending Platform at its Data Centre, Near DR & Disaster Recovery Centre in India to enable digital lending.

The bidder is required to supply, configure, customize, maintain, and support a solution for omnichannel digital lending platform, which also includes but not limited to:

* 1. Supply, installation, customization and development, testing and upgrade of required solution
  2. Procurement, installation and operationalize the solution
  3. Maintenance and support of the solution and associated software for a period of seven years and the extended period (if any).
  4. Integration of the solution with core banking systems, middleware, data layer, payment systems, ESB and other systems in-scope including 3rd party ecosystems
  5. Provide Annual Technical Support (ATS)/ Warranty support of the digital lending platform
  6. Training the core team
  7. Provide hand-holding support during roll-out
  8. Support required systems and IT infrastructure as per SLA

## **Core Requirements**



The bank has segregated the proposed DLP requirement in this RFP into 3 separate blocks to enable ease of implementation and support business requirements

The proposed solution should:

* 1. Act as a single interface for all lending needs of Bank’s customer segments like Retail, Agri, MSME and Corporate through all channels
  2. Provide straight through processing (STP) of loans, assisted lending and co-lending journeys for all user segments
  3. The platform should be Web / Mobile App / Tablet responsive providing end-to-end Digital Lending Platform for Straight Through and Assisted Digital Lending Journeys including Leads, Origination and Processing solution for Retail, Agriculture and MSME segments and capable of streamlining the sourcing, processing, approval, disbursement, management and monitoring process.
  4. Should be designed using micro services and Open API, Cloud Native and Containerized Architecture providing Omni-channel and unified customer experience, with deep analytics and AI/ML engine
  5. The platform should support low-code/ no-code, scalable, modular with enhanced UI/UX functionalities having ability to develop new journeys through drag & drop workflows. The platform should have out of the box solutions with end-to-end implementation.
  6. Should support a multi-tier (minimum 3-tier) architecture with ability to deploy on modern CSP (Cloud Service Provider) agnostic cloud-native technologies for deployment on private cloud in an on-prem environment
  7. Provide entire set of lending product configuration and management capabilities including loan origination, processing and management, lead management, workflow engine for orchestration, case management, overdue tracking and management, collections, legal management, integrations for core banking system and other internal and external systems etc.
  8. Provide end to end loan lifecycle management (application, processing, approval, disbursement, monitoring, post sanction compliance, closing etc.)
  9. Platform must configure and expose customer journeys, customer assisted journeys or specific stages in the journey as a web portal and mobile app. Also, the platform should integrate with the mobile app, website, internet banking, chatbot, kiosk, ATM & other devices and appliances of the bank via web view, SDK and URL redirect or through any other mode of integration required by Bank.
  10. Web Application should work in all major browsers like Google Chrome, Microsoft Edge, Apple Safari, Mozilla Firefox etc.
  11. Provide omnichannel lending experience across all channels like mobile banking application (embedded within mobile banking app as a web view), web portals (like internet banking, lending portal etc.) on desktop, phone, tablet etc., branch/internal portals, messaging (SMS, Whatsapp etc.), customer care, wearables etc. with consistent user experience
  12. Provide lending journeys across channels (start in one and continue on another) with consistent and seamless experience across all touchpoints
  13. Pre-built journeys for personal loan, pension loan, auto loan, home loan, gold loan, education loan, vehicle loan, consumer durable loans, working capital loan, corporate loan, loan against property, loan against MF/deposit/securities, various loan top-ups etc. as detailed in Section II- Features section of RFP.
  14. Provide essential features like loan application tracking, loan EMI calculator, existing loan account details (outstanding amount etc.), overdue loan EMI payment, show loan offers etc. out of the box as detailed in Section-II (5) - Features section of RFP and allow customizations without requiring technical skills.
  15. Provide functional features such as ability to define and manage different origination channels, lead origination, lead management, multi-tier interest rate, lending structure & multi-level loan product hierarchy, workflow management etc.
  16. Provide mandatory information to customer with minimal number of clicks/steps to improve turnaround time of user journeys and improve navigation.
  17. Provide ability to add/update co-borrower and guarantor details, request required documents basis customer type, request additional details like financial data to be captured for corporate customer etc.
  18. Provide capability for credit underwriting and integration with automated credit underwriting services from any fintech, third party vendor or service provider if required by the Bank.
  19. Provide integration APIs for third-party auditors, valuers, stock auditors, field investigators, due diligence agencies, Manufacturers, E-commerce platforms, ONDC, OCEN etc.
  20. Provide amount restructuring module with configurable business rules as per policy and approvals.
  21. Generate letters, forms, legal documents in desired templates configured by the Bank.
  22. Provide output in multiple formats (Text, MS word, PDF, Excel etc.) in printable format with complete alignment of text, images & tables etc.
  23. Provide ability to store data in various land units prevailing in different states, and convert it to standard units like acre, hectare etc.
  24. Provide screens and features to create, modify and launch digital lending products.
  25. Provide intuitive user interface for engaging experience across all customer segments.
  26. Provide exhaustive set of pre-built screens, digital lending journeys, templates and dashboards which can be customized as per business requirements through low code-no code functionality without requiring technical/development skills
  27. Provide flexibility to configure new screens, widgets, workflows etc. to build and support digital lending journeys through low code-no code functionality without requiring technical skills
  28. Provide a repository of all assets which helps in creation and modification of digital assets as per requirements
  29. Provide advanced features such as personalization, user tracking (usage, clicks etc.), conversational UX integrated into the digital lending journeys
  30. Provide product configuration and management functionalities, Workflow Engine with Loan Origination, Processing and Management capabilities with integration to Core Banking System, Lead Management, CRM Module and other internal and external systems of the Bank
  31. Integrate seamlessly with Bank’s existing Core Banking Solution (TCS BaNCS) and any new Core Banking System which the bank may change in future either directly or through ESB as required by the Bank.
  32. Integrate seamlessly with Bank’s omnichannel Digital Banking Platform to facilitate lending journeys.
  33. Customers should be able to initiate all digital lending journeys from the Digital Banking Platform (prebuilt lending journeys).
  34. Prebuilt journeys from digital lending platform should appear as web app within the Digital Banking App window (or web page in case of mobile website).
  35. Once the digital lending journey concludes, customers should be able to continue to use the Digital Lending Platform.
  36. Digital lending journeys pre-built in Digital Lending Platform should integrate with Digital Banking platform APIs if a digital lending journey needs both systems.
  37. Bank will decide during implementation phase whether digital lending journey from omnichannel Digital Lending Platform or Digital Banking platform or a combination should be used.
  38. Integrate with other required systems like middleware (IBM IIB, CP4I/ACE), API gateway etc.
  39. Pre-integrated with various service providers in the eco-system like UIDAI, NPCI, NSDL, Account Aggregators, e-Stamping & e-Signing, Credit Bureaus, CERSAI, SEBI, PAN, GST, MCA, EPFO, ITR, Udyam Portal, Bank Statements, etc. Further, successful bidder has to facilitate any other integrations which may be required for DLP in future, without any additional cost to the Bank
  40. De-dupe with the application details like ID numbers (PAN, Aadhaar, etc.), names or parts thereof, telephone numbers against similar lists in product databases. The platform should have configurable business rule engine to approve/ recommend / reject the applications, based on the results of the compliance checks on predetermined business rules configured. Integration with AADHAAR and other data vaults to be configured
  41. The platform should provide multi-approval workflow for different activities like data entry, document submission and approvals based on risk segments etc. for:

1. Lead generation
2. Quick / Detailed data entry
3. Duplicate Check / Review, KYC Checks
4. Credit Scoring
5. Document Processing
6. Credit Bureau Checks (CIBIL, Experian etc.)
   1. Integrate with new platforms like (but not limited to) integration platform, CRM, Customer Care, facilitate third party onboarding, aggregation platforms etc. which are introduced as part of the ongoing technology transformation.
   2. Integrate with new APIs which are created across systems like CBS, Payments, Fraud Risk Management System, Customer Care. Integrated customer care, Collection Management, Existing LMS, API management layer etc. as part of ongoing technology transformation.
   3. The system should have facility to manage Disbursement, Repayments, Overdue Calculations including Penal charges, other incidental charges. Integrate forward and backwards i.e. DLP to CBS and CBS to DLP for data transfer. Integrate with Customer Care (Call Centre/CRM) and Collection Management Systems and various communication channels. Book keeping and Ledger keeping should be available in the Loan Management System Integrate with existing and new systems together during migration phase as part of ongoing technology transformation without accumulating technical debt.
   4. Integrate with external entities like Government services, fintech partners, co-lending partners, supply chain finance partners etc. through pre-built accelerators or adapters.
   5. Provide central transaction management, business logic orchestration and application administration.
   6. Provide same view/structure of digital lending journeys in all major OS platforms (Mac OS, Windows OS, Linux, iOS, Android etc.) and browsers (Chrome, Safari, Firefox, Edge etc.). UI features should be browser independent
   7. Provide compatibility with all leading mobile phones and tablets, and provide responsive designs across various screen sizes
   8. Provide compatibility with all live/supported versions of mobile platforms including iOS, Android etc.
   9. The successful bidder should ensure the compatibility of platform upon upgrade or launch of new mobile platforms or browsers within one month or as per timeline mutually agreeable, from the date of launch without any additional cost to Bank.
   10. The successful bidder should provide test reports for popular device types of each operating system to demonstrate compatibility.
   11. Utilize best design practices for screens, layouts, visual clarity, branding, positioning, navigation, graphics, icons, accessibility, dialogues, features etc.
   12. Provide features to reflect Bank’s branding and design themes, including logo, color theme etc. consistently.
   13. Provide intuitive accessibility features like gestures (tap, swipe etc.), high contrast ratios, easy data entry, autofill, adjustment options for font size/color/brightness, reader etc.
   14. Provide options of delivering nudge (banners, in-app notifications, personalized links etc.)
   15. Provide dynamic rearrangement of product/content categories at customer level based on past and live behavior.
   16. Provide personalized offers and nudges based on financial history, lending history, interests etc.
   17. Provide responsive campaigns and banners which redirect user to the designated features/offers.
   18. Provide capability to reach out to customers through various mediums like SMS, email, WhatsApp, push notifications, in-app notifications, calls as applicable and at optimal time for the contact for maximum engagement.
   19. Provide various MIS reports which should be configurable in nature.
   20. Provide necessary dashboards, reports and audit trails, where branches/ controlling offices can view or track the post sanction details based on the business rules/ configurations set up as per the Bank’s policy
   21. Provide integration with other backend systems with a unified data architecture model.
   22. Provide multi-lingual feature supporting English, Hindi, Punjabi, Gujarati, Marathi, Odia, Bengali, Assamese, Tamil, Telugu, Kannada, Malayalam and other languages without requiring additional customization.
   23. The successful bidder must implement required changes in the platform including the software, procedure and operations to comply with any new rules of Indian Law or new rules from RBI/IBA/MFI/NPCI/Bank for providing the Mobile/Digital Banking lending platform services to the Bank at no cost.
   24. Provide administration features to manage digital campaigns, document management etc.
   25. Provide notification features on all leading mobile platforms including iOS, Android etc. through integration with Digital Lending Platform.
   26. Provide capability to track notifications sent, delivered, seen, completed journeys, feedback etc.
   27. Provide automated triggering of notifications and successful bidder should set rules as per Bank’s requirements.
   28. Integrate with mobile gateway/SMS provider to send text message notifications.
   29. The successful bidder should leverage Bank’s existing channel provider relationships (SMS, email, WhatsApp etc.) wherever applicable.
   30. Provide the capability for captured, generated, and uploaded documents to be stored and retrieved for omnichannel experience
   31. Interface with the bank’s existing document management system as per Bank’s requirement
   32. The successful bidder will be required to implement all features listed above and detailed in following sections as part of this RFP scope.
   33. The list of Out of the Box journeys is defined in 3 blocks and listed below in **Section II . Point 5: Features**

## **Features**

The following list of loans categories should be supported on the digital lending platform. The bank has identified these in 3 major Blocks as:

**5.1 Block1:**

|  |  |  |
| --- | --- | --- |
| **Sl No** | **Category** | **Sub Category** |
| 1 | Personal Loans | Pre-approved personal loan |
| 2 | Top-ups (for Personal Loan, Home Loan) |
| 3 | Gold Loan | Personal Gold loan Renewals |
| 4 | Home Loans | Home Loan |
|  | MSME (Government) | Module for MSME Government schemes: |
| 5 | - Shishu Mudra, |
| 6 | - Kishore Mudra |
| 7 | - Tarun Mudra |
| 8 | Term Loan journey (including integration with PSB59minutes.com as reqd) |
| 9 | Journey integration with Standup India |
| 10 | MSME | Pre approved business loan CGTMSE |
| 11 | GST Business module - GST Sahay journey (including integrations with OPL etc.) |
| 12 | Instant Overdraft |
| 13 | Agri | KCC |
| 14 | KCC Renewals |
| 15 | Agri Gold Loans |

**5.2 Block2:**

|  |  |  |
| --- | --- | --- |
| **Sl No** | **Category** | **Feature** |
| 1 | Personal Loans | Personal loan (STP journeys, high ticket personal loans) |
| 2 | Pension loan |
| 3 | Self employed loans |
| 4 | Gold Loans | OD against gold loan, |
| 5 | Loan Against Sovereign Gold Bond, |
| 6 | Gold Loan |
| 7 | Home Loans | Loan against property / Mortgage Loan |
| 8 |  | Home loan on Pre-approved projects |
| 9 | Education Loans | Education loan - non collateral backed (premier institutes, executive MBA) |
| 10 | Vehicle Loans | Four Wheeler Loan (New Vehicle, Old Vehicle) |
| 11 | MSME | Business Credit Card |
| 12 | MSME lending  - Alternate data based lending products (credit against cashflows, transaction history including partner data for B2B/B2C players |
| 13 | Loan against property – Business |
| 14 | Business Gold Loans |
| 15 | Journeys supporting govt schemes with facilitates to handle subsidies, subventions, waivers, etc. - PMEGP, PM Svanidhi |
| 16 | Agri | Tractor Loan |
| 17 | Dairy Loan |
| 18 | Equipment / Farm Machinery Loan |

**5.3 Block3:**

|  |  |  |
| --- | --- | --- |
| **Sl No** | **Category** | **Feature** |
| 1 | Other Retail | Balance transfer loans (including Home Loan takeover) |
| 2 | Over Draft on salary accounts |
| 3 | Consumer Durable loan |
| 4 | Credit card (including co-branded cards) |
| 5 | Loan against credit card |
| 6 | Loan against securities like Term Deposits, Shares etc. |
| 7 | Home Loans | Reverse Mortgage Loan |
| 8 | Lease Rent discounting |
| 9 | Plot loan |
| 10 | Education Loans | Education loan - collateral backed, covered by govt. schemes |
| 11 | Vehicle Loans | Two-Wheeler loan, |
| 12 | Commercial Vehicle Loan |
| 13 | MSME | MSME Working Capital |
| 14 | MSME Working Capital Renewal |
| 15 | Non-Fund based limits – LC, BG |
| 16 | Equipment / Machinery Finance |
| 17 | SHG / JLG module |
| 18 | Agri | Agri Additional government schemes such as  - PM Kusum (Solar Power Scheme journeys)  -PMFME ( Micro food processing enterprise) |
| 19 | Agri-Infra investment loans (cold storages etc.) |
| 20 | Corporate | Corporate Lending Module: Fund based lending products (Overdrafts, Working Capital facilities, |
| 21 | Project finance |

|  |  |
| --- | --- |
|  | |
| **5.4** | **Functional Requirements** |
| Sl. No | **Product/Capability** |
| **5.4.1** | **The platform should support the following capabilities** |
| 5.4.1.1 | e-Kyc including Biometric device integration facility for e-KYC, and support Integration with existing Video KYC setup in Bank |
| 5.4.1.2 | Integrate with CKYC for 2 way communication |
|  | **Support OCR for following documents** |
| 5.4.1.3 | PAN CARD |
| 5.4.1.4 | AADHAR |
| 5.4.1.5 | PASSPORT |
| 5.4.1.6 | Driving License |
| 5.4.1.7 | Bank Statements |
| 5.4.1.8 | Financial statements |
| 5.4.1.9 | ITR Documents |
| 5.4.1.10 | Salary Slip |
| 5.4.1.11 | Ration Card |
| 5.4.1.12 | Employee ID Card |
| 5.4.1.13 | MNREGA Card etc |
|  | Other Capabilities |
| 5.4.1.14 | Support Fraud check |
| 5.4.1.15 | Employment verifications including Salary Slip |
| 5.4.1.16 | Email id verification |
| 5.4.1.17 | yserUtility bills authenticate |
| 5.4.1.18 | Mobile authenticate: for current status of mobile number and connection type |
| 5.4.1.19 | Legal ( Court case) |
| 5.4.1.20 | Google mapping or geo-tagging |
| 5.4.1.21 | Vahan API |
| 5.4.1.22 | Land Records API of various states including Crop History / Crop pattern |
| 5.4.1.23 | Photo / Video Liveliness check |
| 5.4.1.24 | Ability to verify crop basis satellite images |
| 5.4.1.25 | Name Match capability |
| 5.4.1.26 | Credit Card Statement Analyzer |
| 5.4.1.27 | Bank Statement Analyzer |
| 5.4.1.28 | Bureau Analyzer |
| 5.4.1.29 | Shop establishment verification |
| 5.4.1.30 | CIN, DIN, TIN etc. verification |
| 5.4.1.31 | Underwriting (Queue criteria, video personal discussion) |
| 5.4.1.32 | Statement analyzer, risk & operations (document screening, risk deviation and fraud control/ AML checks) |
| 5.4.1.33 | Bank account validation (Penny Drop etc.) |
| 5.4.1.34 | De-duplication check |
| 5.4.1.35 | Defaulter and blacklist check |
| 5.4.1.36 | e-mandate & e-sign setup |
| 5.4.1.37 | Internal database checks |
| 5.4.1.38 | Digitized land records pull |
| 5.4.1.39 | Access to DSA/ Fintech sourcing platform/ legal partners |
| 5.4.1.40 | DMS embedded/ potential to integrate with Bank's: Should be able to transfer documents with internal and external (legal etc.) stakeholders |
| 5.4.1.41 | Co-browsing feature |
| 5.4.1.42 | Digitalization of loan documents |
| 5.4.1.43 | Fees and charges collections |
| 5.4.1.44 | Invoice generation |
| **5.4.2** | **Integrations Required** |
| 5.4.2.1 | Bureaus pull (CIBIL, Experian, CRIF, Equifax etc.) |
| 5.4.2.2 | UIDAI |
| 5.4.2.3 | NPCI |
| 5.4.2.4 | NSDL |
| 5.4.2.5 | Account Aggregators |
| 5.4.2.6 | CERSAI |
| 5.4.2.7 | SEBI |
| 5.4.2.8 | GSTIN |
| 5.4.2.9 | MCA |
| 5.4.2.10 | EPFO |
| 5.4.2.11 | ITR |
| 5.4.2.12 | Udyam Portal |
| 5.4.2.13 | SIDBI |
| 5.4.2.14 | NCGTC |
| 5.4.2.15 | CGTSME govt website for loans & claims submission |
| 5.4.2.16 | SCF platform |
| 5.4.2.17 | OPL platform incl. PSBloansin59minutes platform |
| 5.4.2.18 | With ecommerce platforms to expand their onboarding channels |
| 5.4.2.19 | BNPL Platforms |
| 5.4.2.20 | Co- branded credit cards |
| 5.4.2.21 | Telecom (integration for underwriting using alternate data) |
| 5.4.2.22 | IFSC |
| 5.4.2.23 | GST filing status |
| 5.4.2.24 | ICWAI certification |
| 5.4.2.25 | Company Secretary |
| 5.4.2.26 | Suit file cases |
| 5.4.2.27 | e-NACH |
| 5.4.2.28 | Social Media Crawl |
| 5.4.2.29 | FSSAI registration verification |
| 5.4.2.30 | Processing and Management capabilities & integration with core banking system |
| **5.4.3** | **User Interface and Experience** |
| 5.4.3.1 | The UI/UX should be platform and device agnostic with Omni-channel experience, intuitive and flexible |
| 5.4.3.2 | Omni channel journeys across web, mobile and Tab based applications available over internal and external distribution channels |
| 5.4.3.3 | Multi-lingual (English, Hindi, Kannada, Telugu, Tamil etc.) device agnostic responsive web portal, mobile and tablet apps with native experience for Bank users, end customers and partners. |
| 5.4.3.4 | The system should support the ability to generate document such as letters, forms, loan legal documentation etc. basis pre-defined template automatically. These generated forms should be modifiable |
| 5.4.3.5 | The UI/UX of the platform should be integrated with various digital channels like Omnichannel, IB, MB, kiosks, ATMs, contact centre, etc. |
| 5.4.3.6 | The proposed solution should offer multi-lingual support for scraping, analyzing the statements (PDF, text, images etc.) and reporting |
| **5.4.4** | **Lead Management** |
| 5.4.4.1 | The system should also integrate with Bank’s internal CRM solution, Bank’s Customer Care (Call Centers), Bank’s lead nurturing cell and with other third-party partners (e.g., DSAs), aggregators, websites and external lead generation system as required by the Bank |
| 5.4.4.2 | The platform shall have the functionality to send automated e-mails, SMSs, Notifications to ETB and NTB customers during their loan journey with details specified by the Bank |
| 5.4.4.3 | The solution shall be capable of complete Lead Management Lifecycle including lead allocation and distribution, tracking of lead through its lifecycle and event based alerts and notifications |
| 5.4.4.4 | The platform shall provide the functionality to send both normal as well as exception alerts to users of the platform which may be required as part of promotional efforts, operational information flow, pendency monitoring or for any other requirement of the Bank |
| 5.4.4.5 | The platform should have the functionality to conduct De-dupe check on the leads |
| 5.4.4.6 | System should have bulk uploading facility through Excel sheet for Gold loan, KCC etc. |
| 5.4.4.7 | The platform should have the functionality of Lead allocation and distribution as per Bank’s requirement |
| 5.4.4.8 | Integration of LOS journeys with ecommerce platforms to expand their onboarding channels |
| **5.4.5** | **Business rule engine** |
| 5.4.5.1 | The BRE shall be customizable as per bank's business and regulatory requirements |
| 5.4.5.2 | The platform should have the Facility to define multiple rules and exception paths based on different parameters |
| 5.4.5.3 | The platform should be capable of configuring & deploying multiple credit scoring & limit assessment models and risk scorecards for same or different products as per needs of the bank |
| 5.4.5.4 | After highlighting or escalating, system should auto cancel application after a specified period, with facility for drop-off handling through email, SMS, contact centre, bot etc. |
| 5.4.5.5 | Platform should provide functionality to assess aggregated data (internal, external, structured and unstructured) and reports to create Credit Risk Assessment models and Scorecards for enabling automated and assisted credit decisioning |
| 5.4.5.6 | DLP shall facilitate users/reviewers in understanding assessments through detailed credit appraisal memo generated by the system providing explanations and reasoning to the users/reviewers for each data point presented, analyzed and decisioning made through this platform |
| 5.4.5.7 | The platform should be able to process application in both digital first (STP) and Assisted mode on a case-to-case basis. Applications can be rejected by attributing proper reasoning or sanctioned on compliance to Bank’s STP guidelines in real- time and automatic manner without any manual intervention by the system. |
| 5.4.5.8 | The platform should provide exception management related to credit policies across hierarchy and approval chain |
| 5.4.5.9 | The platform should be easily configurable with change of credit assessment models within the credit rules engine (for assisted mode) |
| 5.4.5.10 | The platform shall have functionality to simulate new credit assessment models |
| 5.4.5.11 | The platform should classify applications stored according to their status e.g., approved, declined, cancelled, under review, closed and generate definable frequency for reports and provide real-time insights |
| 5.4.5.12 | The platform should have the ability to view the application data in a summarized form to take credit decision |
| 5.4.5.13 | Should have the ability to review rejected applications for reopening in special cases. The system should also facilitate archival of rejected applications for de-dupe purposes |
| 5.4.5.14 | The system should have a mechanism that highlights/escalates an application if it is breaching threshold timelines after followup for missing documents/ information. |
| **5.4.6** | **Customer Communication** |
| 5.4.6.1 | Customer notification (System should allow auto SMS/Emails to customer / customer-category and ability to define templates for SMS, Email, letters for individual / bulk notifications based on existing templates of the Bank) |
| 5.4.6.2 | Communication to sales officer, credit officer, superiors, customers etc. |
| 5.4.6.3 | System should trigger real time alert/notification to applicants regarding various stages of their journey e.g. Application reference no, submission confirmation, document pendency, approvals/rejection, disbursement, EMI due dates, payment confirmation etc. through various communication modes including SMS, Email, WhatsApp etc. |
| 5.4.6.4 | The notification and alerts module shall send real time alerts or notifications on each stage to various partners, Fintech companies, Agencies, POS, DBs to ensure that each stakeholder is in sync with the process and can initiate necessary action as per defined workflow |
| 5.4.6.5 | Platform shall have the functionality to alert or notify the Branch, Backoffice, Ccentral processing unit, CPAC, RPC, Customer Care, Partners, legal team, Valuers about the customer loan journey depending on the actionable or events defined by the Bank. E.g. if KYC fails, Documents are not submitted etc. |
| **5.4.7** | **In Built Document Management Module** |
| 5.4.7.1 | The Software should store all e-mail/electronic communications (external and internal for recommendations, concurrence etc.) electronically as part of loan documentation. |
| 5.4.7.2 | Provision to upload scanned images of documents at multiple stages. Platform should ensure that document/files are scanned through antivirus before loading them on to the Server |
| 5.4.7.3 | The system should provide output format to be generated in Text, MS Word, MS Excel, Adobe Acrobat PDF, HTML, XML, CSV etc. and any format needed in future. |
| 5.4.7.4 | Output should be a printable format with full alignment of text, images & tables. |
| 5.4.7.5 | The system should handle and generate documents like but not limited to: |
|  | a.     Loan Sanction Letter |
|  | b.     Loan Rejection Letter |
|  | c.     Loan Related Agreements |
|  | d.     Security document |
| 5.4.7.6 | The platform should be able to mask and encrypt documents & data at rest and in transit |
| 5.4.7.7 | Platform should offer the functionality to search the document by text content, meta data or any other file attributes. |
| **5.4.8** | **Analytics, Business Intelligence, MIS, Dashboard and reporting requirements** |
| 5.4.8.1 | Ability to define operational dashboard parameters, presentation style, levels, products etc. |
| 5.4..8.2 | Provide access to multiple dashboards with flexibility of adding filters to slice the data as per requirement |
| 5.4.8.3 | Reports related to system performance metrics like response times, up times for platform as well as Fintech services additionally required by Bank also should be available |
| 5.4.8.4 | Platform should have flexibility of defining new reports which can be generated periodically. Reports to be made downloadable across different formats as well as support the sharing of reports through various distribution methods (email/ notification/ web hook etc.) |
| 5.4.8.5 | Platform should provide the functionality to extract standard reports in PDF and exportable to Word or Excel or CSV or other data analysis formats |
| 5.4.8.6 | Reports related to various business parameters like product-wise total sanctions, pending, rejected loans, reason of rejections, Control Returns, CRILIC etc. across journey stages, geography and hierarchy should be available |
| 5.4.8.7 | The platform should provide reports like SLA reports, Stage wise pending reports, Scorecard parameter and overall score Report, User Access Rights Report, Executive Summary Report, Audit Reports, Reports related to TAT at various stages across geography and hierarchy etc. |
| 5.4.8.8 | The wireframes for the Dashboard shall be prepared and shared by the bidder |
| 5.4.8.9 | Documents should be accessible to users based on permission sets / access right |
| 5.4.8.10 | Platform should support archival of documents of multiple and varying formats |
| **5.4.9** | **Workflow Management** |
| 5.4.9.1 | The system should have the flexibility to define workflows with low-code / no-code to configure or parameterize depending on channel, product, customer type, loan amount etc. |
| 5.4.9.2 | Should be able to onboard customers based on integration calls received from other systems like CRM, chatbot, Internet banking, Mobile Banking, external partners etc |
| 5.4.9.3 | There should be a queuing system that has the capability to allocate based on predefined logic such as customer type, product type, skill-based routing, existing pendency/allocation, etc |
| 5.4.9.4 | Process of approval may have defined sequential and parallel movement. It should be possible to have both in workflow simultaneously. Solution should provide a feature whereby a single user (duly designated) be able to process an application from start to finish or may have limited access to a specific task |
| 5.4.9.5 | The system should have the capability to allocate particular application to specific approvers |
| 5.4.9.6 | Approver level can be defined as single approver or multiple approvers, along with committee approach |
| 5.4.9.7 | Should support Exception Approval Matrix · Define deviations based on rules for pricing, demographics and other parameters |
| 5.4.9.8 | Ability to reallocate or reassign cases from one user to another user, multiple to & fro movement of work item |
| 5.4.9.9 | The queuing feature should include the ability for escalation to higher supervising authority in case the application has remained pending without any activity for a specified threshold period |
| 5.4.9.10 | Should support capability to re-route the case to appropriate bank personnel and approval committee in case of amendments and deviation or rule based |
| **5.4.10** | **Disbursement** |
| 5.4.10.1 | Limit management |
|  | 1. System should have push/pull abilities for customer limit positions to/from CBS. |
|  | 1. Inter-changeability from funded to non-funded & vice-versa. |
|  | 1. Multiple levels of sub-limits |
| 5.4.10.2 | The system should have provision to submit the project completion reports, stage-wise disbursal of term loan etc. of a customer with respect to the loan. The workflow should be enabled upon successful completion of the document. |
|  | 1. Project Completion Certificate |
|  | 1. Stage-wise disbursement of term Loans |
|  | 1. Post Sanction Inspection Report/end-use monitoring |
| 5.4.10.3 | System should have provision to upload stage-wise inspection reports with photographs (optional) to track the physical progress of the project & link the same with disbursement |
| 5.4.10.4 | System should have provision of seasonal discipline (as per crop season) in disbursement as per RBI guidelines |
| **5.4.11** | **Co-Lending** |
| 5.4.11.1 | Integration with Co-lender for transfer of all the documents and data |
| 5.4.11.2 | Configuration and management of Co-lending Partners, their performance etc. |
| 5.4.11.3 | 3rd party vendors for bureaus pull (CIBIL, Experian, CRIF, Equifax etc.), fraud check, KYC, address verification, employment check, ID verification and financial statements verification |
| 5.4.11.4 | Partnership model with Co-lending aggregators, eCommerce, Sourcing channels, direct sales agents |
| 5.4.11.5 | Capabilities like BRE decision tree underwriting, Queue criteria, video personal discussion, statement analyzer, risk & operations (document screening, risk deviation and fraud control, bank account validation, e-mandate & e-sign setup, fees & charges calculation) |
| 5.4.11.6 | Fulfillment capabilities like digitalization of loan documents, fees and charges collections, Invoice generation, cross sell |
| 5.4.11.7 | Fund transfer between Co-lender and bank (for loan disbursal and EMIs collections) |
| 5.4.11.8 | Should be able to onboard NBFC /Partners including enable partners for assisted / Self on-boarding and configuration |
| 5.4.11.9 | Escrow account management solution to be provided for both collection & disbursement. |
| 5.4.11.10 | Individual account wise records to be maintained with details of blended rate of interest. |
| 5.4.11.11 | Interest calculation for the bank as well as for the partners on the rate of interest agreed upon between the parties |
| 5.4.11.12 | NPA management and monitoring solution for individual accounts |
| 5.4.11.13 | Dashboard homepage showing pendency, sanctioned accounts, disbursed accounts, TAT, Stage of flow of proposal |
| 5.4.11.14 | Maintain 3-way accounting of 100%, 80% & 20% share loan amount |
| 5.4.11.15 | Pushing all data to Bank internal rating system and after rating, fetching of rating from Bank internal system or in-build the Bank rating model in the platform. |
| 5.4.11.16 | Pop up dialog box/early signal for anomalies (like account in SMA, Account pre-closure, RoI is not according to the scheme, partial recovery, reconciliation mismatch etc.) and compliance check box (like execution of deed of assignment, audit, mortgage & CERSAI creation, insurance etc.) |
| 5.4.11.17 | Customized report to evaluate the performance of individual NBFC & comparison between NBFCs on-boarded with the Bank (in terms Ticket size, RoI, Business etc. |
| 5.4.11.8 | Customized report showing reporting in Credit Bureau / Repository done by NBFC |
| 5.4.11.9 | Apportionment of Repayment received on pro-rata basis of various co-lending partners of monthly installments, arrears, charges, penal charges as applicable for each co-lending partner the complete book-keeping and reconciliation as well as audit trail has to be maintained for each of the payments chargeable / received. |
| 5.4.11.10 | Interest Calculations / Arrears calculations and incidental charges, disbursements and collections apportionment and reconciliation of the same, the variations in terms of RoI as well as Interest Period variations in number of days calculations (Ex. 360 / 365 days variations) of each of the co-lending partners are to be synchronized and reconciled at every stage of the loan tenure. |
| **5.4.12** | **Loan Monitoring** |
| 5.4.12.1 | Loan Monitoring System: Post-Sanction Follow Up/ Credit Monitoring System |
| 5.4.12.2 | The system should have facility to manage Disbursement, Repayments, Overdue Calculations including Penal charges, other incidental charges. Integrate forward and backwards i.e. DLP to CBS and CBS to DLP for data transfer. Integrate with Customer Care (Call Centre/CRM) and Collection Management Systems and various communication channels. Book keeping / Ledger keeping should be available in the Loan Management System |
| 5.4.12.3 | The System should have a separate dashboard system where branch user or controlling offices can view or track the post sanction details, depending upon the configuration of parameters setup, as per the Bank’s policy. The functional requirement of the post sanction module will be as follows – |
| 5.4.12.4 | Monitoring System: This should enable the Bank to manage the customer profiles to whom the loans have been disbursed. The customer records are to be obtained from LMS & B@ncs24 database. Integration with B@ncs24 to this extent, to be carried out. |
|  | The monitoring system should have the following functions: |
| 5.4.12.5 | Customer Information: System should have ability to display the customer’s fund, non-fund-based and investment exposures details. |
| 5.4.12.6 | Co-Obligant and Guarantor: System should provide the view of the list of co-obligants and guarantors associated with the loan. |
| 5.4.12.7 | Guarantee Cover: Guarantee Cover page display the lists of all the guarantee cover (for Mudra loan, CGTMSE for all types of MSME loans, Credit Guarantee for Standup India Loan, NCGTC cover, for loans extended to Scheduled Castes etc.), provided to secure the loan. |
| 5.4.12.8 | Subsidy: Subsidy page should allow to manage various financial grants by the government or public bodies like CLCSS (Credit Linked Capital Subsidy Scheme), NABARD, NHB (National Horticultural Board / National Housing Bank) and TUFS (Technology Upgradation Fund Scheme), PMEGP etc. |
| 5.4.12.9 | Consortium/Multiple Banking: Details of the Consortium of banks/Multiple Banking along with fund based and non-fund-based exposures to be provided. |
| 5.4.12.10 | External Rating: Periodic updation of the External Rating of the customer to be provided. |
| 5.4.12.11 | Department Observations: Provision for entering observations of various departments and authorities on the loan to be made available. This will enable Bank to view the observations posted by various departments/authorities in a single location and the same should be available during review/renewal of the facilities. |
| 5.4.12.12 | Security: Details of the securities (primary and collateral) provided to the loans along with first/second/pari-passu charge to be made available and security coverage of the loans also to be made available. Pending for creation of charge with various statutory authorities like CERSAI, MCA, Registrar Office, Transport Authorities etc., also to be made available. Further, the details of the legal report, vetting report, valuation date, Fair Market Value, realizable value, Distress Sale value etc. should be captured. |
| 5.4.12.13 | Claims Management |
|  | a.     CGTMSE – Claim Lodging and Tracking |
|  | b.     Interest Subsidy claim lodgment along with calculation of subsidy amount, due date etc. and have provision to track the subsidy amount from State/Central Govt. |
|  | c.     Whether covered under ECGC/CGTMSE etc., Position of filing/receipts of claim details to include claim amount, settled amount etc. If not yet received, then what are the prospects of receiving claim from them, Amount kept in nominal etc. |
| 5.4.12.14 | Restructuring of the Loans: Provision should be available for restructuring of the existing accounts and sanctioning of the restructuring of the loans to be supported. Particulars of restructuring (Date of restructuring, approval, restructuring details, fresh exposure etc.). |
| 5.4.12.15 | Insurance Details: The system should be able to capture details of the insurance available against charged securities (both Primary as well as Collateral). This helps the branches to renew the validity of the Insurance on time to safeguard the bank’s interest when need arises. Insurance details such as insurance company name, policy number and date, renewal date, insured property address, name of borrowable account, limits under which insurance is made, amount of insurance, period of insurance, hypothecation clause etc. Alerts are to be given before the date of expiry of insurance along with generation of letter to be sent to customer and also for renewal to the Insurance Company concerned. |
| 5.4.12.16 | Following details by TPA (Third-party agencies) should also be captured – |
|  | a.     LSR |
|  | b.     Valuation/TEV upload |
|  | c.     Credit Audit |
|  | d.     Legal Audit |
|  | e.     LRM (Loan Review Mechanism) |
|  | f.      Stock Audit |
|  | g.     Inspection by Auditors etc. |
| 5.4.12.17 | Monitoring Checklist: The system should be provided with the option of configuring the checklists for the monitoring activity at central level. For illustration, stock statement to be submitted by the borrower (Y/N), QPR/QIS/QMR to be submitted by the borrower (Y/N), ROC details to be submitted by the borrower (Y/N),Inspection reports, stock audit (if applicable) etc. Depending on the details entered, the details are to be available on the monthly monitoring report. These are to be customizable as per specific needs of the bank. |
| 5.4.12.18 | Monitoring Alerts: Alerts are to be generated on any default and sent to the Branch Head on the status of the account. System should have ability to generate the alerts on loan default, non-renewal of limits, non-Inspection of securities/non-updation of securities in SRM, stock statement due, insurance expiry, visits due, documents expiry, Deficiency in Documentation and any other defaults in the account. |
| 5.4.12.19 | Alerts in system to be categorized as below: |
|  | 1. Financial Nature: Financial Nature alerts are to be generated on loan default, insufficient credit, frequent ad-hoc, drawing power shortfall/failure, un-regularized TOD, Interest not serviced, frequent exceeding sanction limit, frequent TOD, bouncing of cheques, devolvement of LC, invocation of BG, SMA-0/SMA-1/SMA-2 etc. These alerts should be generated and sent to the Specified Users (like Branch/RO/ZO Heads etc.) with the bank-specific format for each account. |
|  | 1. Non-Financials Nature: Alerts to be generated and sent to the Specified Users (like Branch/RO/ZO Heads etc.) with the bank specific format for each account on non-submission of stock statement within the stipulated time, non-renewal of limits with in the due date, document time-barred, visits due, expiry of insurance, security not updated in SRM etc. |
| 5.4.12.20 | Monthly Monitoring Report (MMR): System should have ability to generate the MMR on the following parameters: |
|  | a.     Watch on the operations in the account. |
|  | b.     Study and analysis of control returns viz., Stocks/Book Debt Statements, insurance, Documentation, Financial Statements, MSODs etc. |
|  | c.     Inspection of the units of the borrower/collateral. |
|  | d.     Review/renewal of credit facility. |
|  | e.     Periodic Stock/Book Debt inspection/verification. |
|  | f.      Compliance of all the sanction terms. |
|  | g.     The controlling offices should be provided with options to monitor and follow–up actions for rectifications. |
| **5.4.13** | **Audit Trail** |
| **5.4.13.1** | The system should support log setting to be changed through the configuration manager using a front-end. Any one log should always be available; No transaction should be performed without log. All logs data should be encrypted and stored. |
| **5.4.13.2** | System should support File Log .All transactions have to be logged in to a flat file with a proper delimiter and in encrypted format. |
| **5.4.13.3** | System should support Database logging – All transactions have to be logged in to database with all required data. |
| **5.4.13.4** | The audit logs should be capable of being used for forensic Evidence |
| **5.4.13.5** | All administrative activities should be properly logged with proper audit trail |
| **5.4.14** | **Collateral asset management** |
| 5.4.14.1 | Platform should have asset management / collateral management module which should also interface/ integration with different users – field/ staff/ DSA/ BC/ Jewel appraisers, valuer, technical and legal agents etc. |
| 5.4.14.2 | Platform should support attaching multiple collaterals for a single loan application and should be able to capture collateral data basis the collateral type; System should map collaterals, customers and accounts in an n-to-n multiple relationships |
| 5.4.14.3 | Support capture of additional customer data such as FATCA |
| 5.4.14.4 | Platform to provide agent/partner web interface/mobile app to send trigger for conducting field investigation based on its rule engine decision |
| **5.4.15** | **Collection / Repayment Management** |
| 5.4.15.1 | Integration of bank system with payment aggregator (to collect loan EMIs) |
| 5.4.15.2 | Integration with all communication channels (e.g., SMS, WhatsApp, chat and voice Bot, IVR, call center, collections/recovery agencies, fintechs etc. |
| 5.4.15.3 | Generate required reports:- SMA accounts report, performance reports of call center, branches, agencies and collections vendors and other regulatory reports |
| 5.4.15.4 | Processing claims by third party schemes/ agencies e.g. CGTMSE, Mudra, insurance (life and non-life) |
| 5.4.15.5 | Following capabilities should be available |
|  | a. Advanced analytics pre-delinquency/ SMA segmentation model |
|  | b. Case management and allocation to all stakeholders including DSA, agencies, call center, internal recovery and collections departments |
|  | c. Legal management |
|  | d. SARFESI Action |
|  | e. Ability to calculate commitment charges based on pre-defined parameters from sanction letter etc. |
| **5.4.16** | **Training & Knowledge Transfer** |
| 5.4.16.1 | Bidder should provide the necessary training to optimal number of personnel identified by bank |
| 5.4.16.2 | Training deliverables includes:- User training plan, training material and User manuals including customizations specifically done for the bank |
| 5.4.16.3 | Training Agenda to be shared by the bidder |
| 5.4.16.4 | Training of the various self-configurable features of the solution to be provided to identified persons |
| **5.4.17** | **Management of external agencies / vendors / partners / Lawyers / Valuers etc.** |
| 5.4.17.1 | Life cycle Management - empanelment to relieving, fee payment processing, penalties etc. |
| 5.4.17.2 | Workflow Management - case assignment, capturing intermediate progress, draft report, final report submission. |
| 5.4.17.3 | Performance Management – TAT for report submission, quality of assessments, quality of reports etc. |
| 5.4.17.4 | Dashboard and Reports as per Bank’s requirement. |
| **5.4.18** | **Management of DSA (Corporate and Retail), Sub-agents / Business Correspondents etc.** |
| 5.4.18.1 | Life cycle Management - empanelment to relieving, Commission payment processing, penalties etc. |
| 5.4.18.2 | Workflow Management – Lead intimation and servicing, Update intermediate progress etc. |
| 5.4.18.3 | Performance Management – TAT for report conversions, quality of leads etc. |
| 5.4.18.4 | Dashboard and Reports as per Bank’s requirement. |

## **Personalization Requirements**

The successful bidder should implement the following features using the proposed solution:

* 1. Capability for user and platform administrators to customize the view of landing page and other screens through selection of widgets, tiles etc. with options to add or remove per preference
  2. Persona or segment specific themes like different landing page, color schemes, dashboards, product nudges etc.
  3. Various layouts like list, grid, cards etc., fonts, colors schemes, modes (dark/light) etc. to be personalized by user or customized based on Bank’s requirements
  4. Mobile push notifications, web push notifications, in-app notifications, as well as email notifications based on business requirement
  5. Notifications should be triggered through Digital Lending Platform if required for certain digital lending journeys
  6. Nudges or appropriate visual cues to navigate, guide, or handhold the user in their journey inside the app
  7. Capability to create, manage and modify content across different channels based on customer segmentation, interests etc.
  8. Automate the execution of campaigns on different channels (e.g., email, SMS, social media etc.)
  9. Web and app analytics to analyze and monitor web and app traffic in real-time, browsing patterns and conversion effectiveness
  10. Attribution platform to help in making optimal marketing investment decisions by understanding which marketing interactions contributed to a purchase, or conversion, and how?
  11. A/B testing for execution and measurement of test results across web elements to increase conversion rates
  12. Reports and dashboards for analyzing marketing performance
  13. Provide personalized offers and nudges based on context of usage like browsing products on Bank’s portals, shopping, purchase patterns etc.
  14. Analytics to monitor web and app traffic in real-time, clickstream data, identify browsing patterns (viewed content, ignored sections etc.), calculate conversion effectiveness and marketing performance
  15. Attribution platform to analyze impact (purchase, conversion etc.) of marketing interactions
  16. A/B testing framework to test campaign results across user segments for higher conversion rates
  17. Unified customer view through data (browsing, transactional, demographic etc.) aggregation from multiple sources to decide personalization requirements

## **System Architecture**

* 1. The proposed solution will be hosted at Bank’s certified Data Centre (DC), Near DR and Disaster Recovery Center (DRC)
  2. The proposed solution should be designed with MACH (microservices, API, cloud native and headless), scalable, plug and play, composable, modular, independent and loosely coupled architecture
  3. Adhere to below design principles for microservices architecture

1. Each micro-service should have independent development, testing, integration, and support capability
2. Each microservice should have maximum reusability as well as separation of concerns
3. Each microservices should offer isolation of environment, configuration variables, data etc. and allow communication only though APIs
4. Replication of data across microservices should not happen
5. Each microservice should follow optimal design pattern per the business use case
6. Each microservice should generate logs in a centralized repository to be used for monitoring, and not store any log locally
7. Each microservice should integrate with centralized monitoring and performance telemetry tools
8. Each microservice should be cloud native by design
9. Each microservice should allow deployment as-is on premise, private cloud or public cloud without design changes
10. Microservices should support service discovery, service-mesh, and event streaming
11. The successful bidder should procure and provide any tools and licenses required to support service discovery, service mesh, streaming / messaging etc.
    1. Leverage a container platform to build, host and run the microservices
12. Underlying container platform should be compatible with on-premises, private cloud and public cloud installations
13. Single control plane should cover all possible deployments (on-premises, private cloud, public cloud etc.), while control plane should be deployed in on-premises or private network only
14. The successful bidder should provide the underlying container platform like RedHat OpenShift, Kubernetes etc., other required software (like control plane, service mesh etc.) and licenses as required by the solution
    1. Be architected to be fault tolerant and ensure cascading failures do not occur
    2. Be cloud-ready to support any future migration to cloud without requiring technical upgrades or customizations
    3. Support graceful exception handling, restart, self-healing or recovery process in the event of transaction or process failure
    4. Support native, hybrid-web, and web apps
    5. Offer isolation to microservices layer from the public facing API gateway layer. Inter-service communication should not take traffic out of the layer in which the services are hosted
    6. Provide open APIs for integrations and conform to RESTful specifications
    7. Ensure API caching is implemented wherever data refresh frequency is low
    8. Provide APIs (with detailed documentation) for all omnichannel Digital Lending Platform capabilities to integrate with other systems
    9. API specs should be maintained using industry standards such as Swagger/RAML and should be versioned along with the API’s code or configuration
    10. Support partner, fintech and ecosystem integrations through APIs, including catalog of digital services and APIs, automation features and accelerators for faster integration/onboarding, and other best in class open banking features
    11. Provide CORS for whitelisted domains/origins
    12. Ensure dynamic allocation of compute for load agnostic performance experience to customers
    13. Have optimized content delivery, especially of assets (images, java script, style sheets etc.) over a Content Delivery Network (CDN) to ensure consistent user experience even in high-latency/low-bandwidth network coverage and older devices
15. CDN integration should be done for all higher environments such as UAT and Production across all origin sites (DR, DC, Near-DR etc.)
16. The CDN should be a commercially available OEM supported platform
17. The CDN should have extensive presence in India (including Tier 2, Tier 3 cities, rural areas etc.) to ensure consistency of experience irrespective of the location
18. The CDN should support security features like DoS/DdoS prevention, geo-blocking, firewall for threat detection and alerting (real time), intrusion detection, automated blocking of attacks like SQL/script injection and high traffic rate from specific IP addresses, honeypot creation etc.
19. The CDN should support SSL/TLS certificates generated and provided by the bank, CORS for whitelisted origins and domains, and integration with SIEM applications
20. The CDN should support video hosting and streaming, and provide automated in-line optimization (size reduction, resolution reduction) of all content based on end-user device/quality of connection
21. All content and data flowing through the CDN should be implemented with proper CDN headers and TTLs
22. Provide administration console and APIs for cache purging (all or selected content/asset type/url), monitoring of traffic (including cache hit/miss etc.), setting rate limits and other activities
23. The CDN’s content should automatically get purged based content being updated or get triggered programmatically in case of deployment through the CI/CD pipeline
    1. The successful bidder should:
24. Implement horizontal scalability at module/service level to handle required transaction volumes and composable architecture
25. Guarantee 99.95% availability for the proposed solution
26. Implement required integrations including core system integrations, partner, fintech and ecosystem integrations
27. Implement caching across all digital channels appropriately, including static data caching, images, web assets (CSS, HTML, ICO etc.)
28. Implement mature in-memory caching capabilities with cache store located nearest to the source of the provider in compliance with data storage requirements
29. Implement configurable caching strategy based on type of data sources, consumers, data validity etc.
30. Implement capability to push notifications regarding new changes over the air without frequent uploading on app store of various platforms
31. Implement highly scalable communication methods such as asynchronous APIs, event streaming and message queues where appropriate (e.g. user event-based triggers, data streaming pipelines, click-streaming analytics, mission-critical applications etc.)
32. Implement standard optimization techniques (e.g. caching, parallel processing, support standard optimization techniques, etc.)
33. Leverage modern DevSecOps practices for faster and secure deployments of upgrades, patches and release management
34. Leverage automated testing and performance testing to improve quality and speed of delivery

## **Security**

The successful bidder should ensure the proposed solution:

* 1. Complies with the RBI Working group document on “Information Security, Electronic Banking, Technology Risk Management and Cyber Frauds” dated Jan 2011, such as for confidentiality and security and Cyber Security guideline June’ 2016, RBI February 2021 Master Circular on Digital Payments security, RBI circular on “Storage of Payment System Data” dated April 6, 2018 and any other guidelines for mobile banking in India issues by regulatory / statutory bodies such as RBI, NPCI, TRAI, EASE etc.
  2. The selected bidder should undertake suitable changes in the solution including the software, procedure and operations as required from time to time to comply with any new rules of Indian Law/RBI/IBA/MFI/TRAI/Govt. of India/NPCI and other Regulators for Mobile Banking services
  3. Complies with PA-DSS guidelines/standards and OWASP top 10
  4. Complies with Bank’s Cyber Security norms and information security policy, as is amended from time to time
  5. Follows Zero Trust security model
  6. Provides control features within the platform to ensure integrity of data (input and update, maintained totals, audit trails, error reports, etc.)
  7. Encrypts data in transit and at rest through minimum AES256 or TLS/SSL certificates (generated or provided by the Bank), or other best-in-class security architecture
  8. Encrypts all the sensitive data leveraging PKI (Public Key Infrastructure) security algorithms
  9. Ensures data integrity and data protection are maintained throughout the complete lifecycle
  10. Protects customer’s sensitive information from exposure to unintended third parties
  11. Reads the SIM serial no. and IMEI (International Mobile Equipment Identity) number (SIM and device binding), and stores for monitoring and audit
  12. Prevents identity impersonation from lost or stolen mobile devices or device credentials, or through malware
  13. Does not allow the app to be accessed on a jail broken or rooted device
  14. Provides co-browsing option (ability to share screen without control)
  15. Locks access after certain number of incorrect attempts, as defined by the Bank, and provides clear steps to unblock through additional validations or contacts
  16. Prompts to update PIN or password at certain interval, as defined by the Bank, and provides clear steps to update the same
  17. Allows temporary or permanent blocking or disabling of certain application versions if impacted by security breach or vulnerability
  18. Logs all security related events in secure backend systems
  19. Provides multi factor authentication ushing biometrics features in mobile devices like face recognition, touch recognition etc.
  20. The successful bidder should provide security audit reports on demand to demonstrate compliance with latest security standards
  21. Provides PII data masking and isolation as per Bank’s security standards and other regulatory standards
  22. Provides access control over data and functionalities as per security model agreed with the Bank
  23. Integrates with the Bank’s identity and access management systems such as SSO, AD, LDAP, or other systems for authentication, authorization and multi factor authentication
  24. Integrates with Bank’s EFRMS System for providing alerts and takes actions based on the risk assessment
  25. Provides two factor authentication (2FA) as default and any additional authentication based on the risk assessment of the customer / user profile in Bank’s EFRM system
  26. Is up to date with latest versions, service packs, patches etc. to protect against security breaches
  27. Uses latest versions, service packs, patches etc. always to protect against security breaches and provide reports to demonstrate compliance
  28. Provides a Consent Management Platform (CMP) to comply with Indian data privacy regulations and GDPRs
  29. Provides security features for protecting against attacks such as XML, DoS, DdoS, brute-force and injection attacks (SQL, OS, XSS injection, etc.), and high traffic rate from malicious IP addresses across all interfaces (digital channels, APIs, web portals etc.)
  30. Provides prevention devices such as WAF, Firewalls/Anti DdoS/NIPS, honeypot creation and any other control mechanism as part of automatic real time or near real time response mechanism
  31. Contains digital signatures for external facing APIs to establish authenticity, integrity, and non-repudiation
  32. Provides role-based authorization (OAUTH with JWT token). Provide integration to Privileged Identity Management (PIM), file integrity management (FIM)
  33. Provides various policies on detection and blocking mode of Web application firewall to mitigate application-level attack
  34. Does not expose attack surfaces such as open ports, memory exceptions, unvalidated form fields etc. The successful bidder should also ensure appropriate security configuration for both custom-built as well as installed commercial applications and platforms, and produce reports to demonstrate the same
  35. Provides administrative portals with strong authentication and authorization mechanism
      1. Provides secured Role Based Access Control (RBAC) modules
  36. Provides separate real time logging of all traffic, user ids, authentication, message headers etc. and other logging activities
  37. Terminates all online sessions are automatically after a configurable fixed period of inactivity
  38. Provides secure delivery of passwords and access codes for login purpose
  39. Provides access of the internet-banking portal from within 3rd party applications (such as in case of payment of taxes, e-commerce transactions etc.) with security measures as well as visual identity linked to the Bank
  40. The successful bidder should provide:
      1. Integration with the Bank’s existing SIEM
      2. Vulnerability Assessment and Penetration Testing reports to the Bank
      3. Closure of all VAPT/ Information Security (IS) Audit observations pertaining to the proposed solution within time frame stipulated by Bank without any additional cost to the Bank. The observations may be made at any frequency by the bank or bank appointed external system audit team

## **Analytics, Business Intelligence, MIS, Dashboard and reporting requirements**

The successful bidder must:

* 1. Ensure platform complies with both the regulator’s as well as bank’s guidelines on data storage
  2. Ensure the proposed solution provides data for personalization of customer’s experience in real time/near real time like product recommendations, digital marketing campaigns etc.
  3. Ensure the proposed solution provides data collection and analytics capabilities to understand customers’ financial needs, feedback of Bank’s products, drop off in digital journeys etc.
  4. Ensure the proposed solution collects data to support analytical models for customer segmentation, collection scorecards, cross sell/upsell offers, next best offer, settlement models etc.
  5. Ensure the proposed solution collects and provides any other data (apart from above) at the frequency required by Bank’s data and analytics capability team
  6. Implement integration of analytics with its business rules and decisioning engine to trigger actions in real time/near real time
  7. Integrate the solution with Bank’s existing or proposed data warehouse, data lake and data analytics solutions to push and consume data
  8. Ensure the proposed solution provides reporting and analytics capabilities including charts, graphs etc.
  9. Migrate data from existing channels or applications (if required) for user preferences, standing instructions, beneficiaries, profiles, user names, passwords, historical transactions, subscriptions etc.

## **Monitoring and Audit**

The proposed solution should provide out of the box and configurable analytics dashboards to visualize monitoring data, including logins, drop offs, technical issues, sessions experiencing latency etc.

The successful bidder should implement:

* 1. Monitoring capabilities to track key events and metrics like uptime, outages, logins, sessions, transactions, latency, errors, exceptions etc.
  2. Event logging and analytics to monitor user journeys, track drop offs, issues etc.
  3. Solution to trigger alerts and notifications for performance disruptions and outages
  4. Solution to monitor and record system performance, with an ability to raise automated tickets, based on the boundary conditions, into the ticketing system
  5. Integration with Bank’s existing and/or other leading APM solutions if required
  6. Audit capabilities to track transactions ,administration or configuration updates and other activities
  7. Strong audit mechanism for admin and build activities
  8. Logging mechanism for all audit data

## **Infrastructure Requirements**

* 1. Digital Lending Platform will be hosted in Bank’s DC in Navi Mumbai , Near Dr in Mumbai and DR in Hyderabad
  2. Bank can provide required X86 servers, storage, Windows OS, Oracle 19 database and required network and security components
  3. Bank has Oracle ULA and can provide unlimited number of Oracle DATABASE licenses which bidder can make good use in its proposed solution.
  4. Following products are available with Bank.

1. Database Enterprise Edition Licenses
2. Partitioning Licenses
3. Diagnostic Pack
4. Tuning Pack
5. Real Application Clusters
6. Audit Vault Database Firewall
7. Data Masking & Subsetting
8. Database Vault
9. Advanced Security Option
10. WebLogic License
    1. However Bidder has to install, maintain and manage the Database
    2. Any IT infrastructure component not listed above and required by the Digital Lending Platform covered under this RFP including servers, operating system, database, storage, network components, software, license etc. should be procured, setup and maintained by the bidder
    3. The successful bidder should:
       1. Design the solution with high availability, Active-Active setup (at DC and DR) and secure infrastructure in Data Centre, Near DR and Disaster Recovery site as per Industry accepted security standards and best practices
       2. Ensure all components at disaster recovery center should be a 100% replica of primary data center
11. In future, if bank shifts any of the sites mentioned above (DC/DRC) to a new location, the successful bidder shall provide respective services from the new location
    * 1. Provide required hardware and software specifications along with security components as per statutory guidelines to maintain required SLA
12. All components should be designed to have High Availability configuration at both DC and DRC
13. Hardware specifications should include following (as applicable):
    * + 1. Number of virtual servers
        2. Processor specifications including number of Virtual Processor Cores in each virtual server.
        3. Memory requirement for each server.
        4. Storage Requirement
        5. Operating System with version details
      1. Ensure compliance with data retention requirements
14. Ensure online data availability for 3 years and archive data after 3 years based on agreement with Bank
15. Ensure archived data is available for 7 years from the date of archival and is retrieved when required by the bank
16. Ensure data purging happens only after approval from the Bank
17. Ensure data backup/archival solution is modular
    * 1. Implement flawless switching of all the services under purview of this RFP to Disaster Recovery (DR) sites (including Near-DR) during DR drill as and when decided by Bank or in case of non-availability of primary / DC site
      2. Proactively monitor Digital Lending Platform infrastructure for availability, performance, latency etc. and ensure optimal performance as per SLA
      3. Ensure regular backups are being created as per process agreed with the Bank and conduct periodic testing of backup restoration process
      4. Periodically conduct capacity planning (at least once in six months & ad-hoc basis if there is surge in volume) and advise the Bank on infrastructure upgrade requirements with detailed explanation
      5. Provide detailed bill of material (as detailed in Commercial Bid -Annexure II) for all components which need to be provided by the Bidder, including software components etc. and manpower for each year
18. Provide separate hardware requirements for each environment (Production Data Center (DC), Production Disaster Recovery (DR), Near DR, Development/Test and UAT)
19. Cost estimate should be provided in the format mentioned in Bill of Material section <Annexure 2 >

## **Disaster Recovery Mechanism**

In addition to disaster recovery requirements mentioned in other scope sections, the successful bidder should:

* 1. Ensure the Digital Lending Platform is capable of and compatible for Disaster Recovery Implementation with Recovery
  2. Ensure the Digital Lending Platform meets Point Objective (RPO) - 0 minutes and Recovery Time Objective (RTO) – 90 minutes

1. Bank also has made provisions of Near Site for, achieving zero / near zero RPO. Bidder will have to design solution to achieve Zero RPO in consultation with Bank and implement the same.
   1. Describe the provisions for disaster recovery and show that the proposed solution facilitates disaster recovery
2. The bidder needs to submit the technical architecture relating to data replication between primary and secondary site
3. Proper Backup policy should be considered in implementation plan
   1. Conduct at least one DR drill of the proposed solution in a quarter or as per Bank’s requirements

## **Implementation Practices**

The successful bidder should:

* 1. Prepare a project plan and a resource deployment plan for implementing the Digital Lending Platform in the Bank
  2. Bidder should ensure OEM services and resources for end to end implementation
  3. Provide periodic updates on progress, risks, issues, and mitigation throughout the implementation phase
  4. Use Agile methodology and DevSecOps for the implementation to ensure evolving requirements are incorporated in a live platform
  5. Maintain code base of each microservice as a separate code repository, with best practices such as branches, tagging etc. Details of code ownership and IP are listed in the Licensing section
     1. Ensure continued compatibility with newer versions of leading mobile operating systems including iOS, Android etc. and form factors of popular devices as and when they are released
     2. Ensure continued compatibility with newer versions of leading browsers including Chrome, Safari, Firefox, IE, Edge etc. as and when they are released
  6. Ensure all deployments across environments (development, SIT, UAT, pre-production, production) are directed through robust DevSecOps pipelines following stage-gated quality controls:
     1. DevSecOps pipelines should cover all stages of development and operations including plan, code, build, test, release, deploy, operate and monitor
     2. DevSecOps pipelines should have automation tools to enable continuous planning, continuous development, continuous integration, continuous deployment, continuous testing, continuous monitoring etc.
     3. Stages for quality control should cover code quality, code coverage, static code analysis, unit testing, integration testing, functional testing, dynamic code analysis, and non-functional testing including performance tests, security scans etc.
     4. Monitoring of quality gates should be enabled through a dashboard and a report should be shared with the Bank for all release cycles
     5. Acceptance criteria for quality gates should be configurable and updated based on discussion with the Bank
  7. Setup all tools and software required to enable above DevSecOps requirements including source code management, code review, code analysis, continuous build and deployment automation, release base management, automated testing, quality dashboard, backlog planning, log management, performance testing etc.

Setup branch and checkout code

Continuous Integration Tests

Build

Start

Functional tests

Deployment to QA

Post deployment checks

Static Code Analysis (code quality, security)

Non-functional tests

Deploy to stage

Dynamic code analysis

Post deployment checks

Deploy to Production (B/G, other release strategy)

Launch pre-processing & packaging

* 1. Ensure usage of canary and blue-green deployment strategy depending on the scope and take approval from the Bank to support zero-downtime during releases
     1. Enable incremental feature testing with closed audiences
     2. Enable multi-variate testing, ability to test efficacy by time, content, layout, customer segments etc.
     3. Push notification should be sent to users to notify about downtime (in advance and during the outage window), with estimated end time, contact details of support team or any other details required by the Bank

## **Testing**

The proposed solution should support A/B testing to review the effectiveness of new build and how the users react to the change

The successful bidder must:

* 1. Ensure that all developed, configured, or deployed software are tested
  2. Ensure Unit Testing, Integration testing, Functional Testing, User Acceptance Testing, Regression Testing, Performance Testing, Load Testing, and Security and Compliance Testing is executed as required for customer facing journeys, backend changes and APIs (using mock/stub APIs)
  3. Provide and configure all necessary tools for testing like JMeter, Selenium, Cucumber, Appium etc. for user interface testing, functional testing, API testing and other testing scope
     1. Ensure automated unit testing, functional testing and non-functional testing (e.g. performance test, security test) are integrated into CI/CD pipeline and execution reports are part of release artefacts
     2. Ensure at least 85% test coverage for custom-built code
  4. Ensure that test cases are documented during build phase meeting the acceptance criteria of use case scenarios
     1. Ensure comprehensive coverage of both expected and negative scenarios
  5. Setup test environment appropriately reflecting real-world scenarios with test data generated for all attributes (with anonymization as required)
  6. Ensure performance testing is conducted for both synthetic as well as on real-world endpoints with performance criteria (stress, endurance, load, peak, scaling time etc.) agreed with the Bank
  7. Ensure performance and stress test reports meeting the requirements are shared with the Bank
  8. Assign dedicated resources to support UAT at Bank’s specified premises
  9. Share the UAT plan and pre-requisites two weeks in advance, and work to complete the UAT on time
     1. The project plan should include all important milestones and approaches to achieve the desired goals. E.g., Dry runs, parallel runs, roll back plans, contingency plans etc.
     2. Ensure two rounds of comfort test, final UAT and sign-off from Bank’s team
     3. Any deviation in the scheduled UAT plan must be immediately communicated to the bank
  10. Ensure customization or further build of the platform, if required based on the UAT observations, must be done by the bidder at no additional cost to the Bank
  11. Report UAT status daily to the Bank’s IT head or the person nominated for the rollout at the Bank’s end
      1. Co-ordinate with the Bank’s IT team whenever any input is required from the bank regarding UAT

## **Customization of the Software**

* 1. The proposed solution should support customization through modern open-source languages (like Java, JavaScript, NodeJS etc.)
     1. Any proprietary language should not be used and any vendor dependency for customizations should not exist
     2. Bidder should clearly mention which open-source language is required for customizations
     3. Manual with documentation of customization process, steps to use Integrated Development Environment (IDE), Software Development Kit (SDK) or appropriate modules should be provided by the bidder with FAQs, video etc.
     4. The successful bidder should support customization requests from the Bank, in case the requirement cannot be supported through available configuration features

## **Key Metrics**

* 1. The proposed solution should support the following uptime, RPO and RTO requirements of the Bank in production:

|  |  |
| --- | --- |
| **Metric** | **Requirement** |
| RPO | 0 minute |
| RTO | 90 minutes |
| Uptime for all Production systems | 99.95% |

* 1. Bidder to provide Application Performance Monitoring Tool details as part of the scope. Bank may at its discretion choose to integrate with alternate application performance monitoring tool available with bank.
  2. Integration of the digital lending platform with the chosen APM tool to measure above metrics is in scope
  3. The proposed solution should support the following capacity requirements of the Bank for mobile app channel:

|  |  |
| --- | --- |
| **Metric** | **Requirement** |
| Count of loans processed by digital lending platform in Year 1 | 6-8 Lakh |
| YoY growth in loans processed, excluding renewals | 20-25% |

* 1. The successful bidder should demonstrate that the proposed solution meets the required key metrics
  2. The proposed solution should support the following incident management requirements of the Bank :Table A:

|  |  |
| --- | --- |
| **Metric** | **Requirement** |
| App load time | <3s |
| Web page load time | <2s |
| API Response Time | <300ms |

* 1. The successful bidder should demonstrate that the proposed solution meets the required key metrics
  2. The following definition of severity will apply :

|  |  |  |
| --- | --- | --- |
| **Severity Level** | **Number of users impacted** | **Effective Downtime** |
| Severity 1 | Issues which prevent the Digital Lending Platform from being used at all, degrade critical functionalities and no workaround exists, or disrupt performance of the platform for all or majority of users | **100%** |
| Severity 2 | Issues which cause significant loss of functionality or performance of the Digital Lending Platform, or degrade functionalities for majority of users while a workaround may exist | **90%** |
| Severity 3 | Issues related to moderate loss of non-critical functionality or performance of the Digital Lending Platform, failure of minor features etc | **80%** |
| Severity 4 | Issues related to low impact functionality of the Digital Lending Platform or informational requests  **Not impacting any functionality but affecting other peripheral activities.** | **20%** |

* 1. The proposed solution should support the following ticket management requirements of the Bank:

|  |  |  |  |
| --- | --- | --- | --- |
| **Severity** | **Response Time** | **Resolution Time** | **RCA Time** |
| Severity 1 | 30 minutes | 4 hours | <24 hours |
| Severity 2 | 60 minutes | 8 hours | <48 hours |
| Severity 3 | 4 hours | 48 hours | <72 hours |
| Severity 4 | 24 hours | 4 days | 1 Week |

1. Effective workaround is acceptable for Severity 1 and Severity 2 tickets
2. Complete Root Cause Analysis (RCA) should be conducted in 24 hours
3. Permanent resolution should be deployed within 24 hours or per timelines agreed with the Bank
4. Overall Penalty: Capped at 10% of the contract value

## **Documentation**

The successful bidder is responsible to:

* 1. Provide and maintain following documentation for all implementations and customizations done:

1. Project plan consisting of – Scope, Schedule, Resources, Quality, Risk & Communications
2. Business requirement document
3. Non-functional requirement document
4. Functional design document
5. Technical design document
6. Interface design document
7. Architecture diagrams with specifications
8. Requirement traceability matrix
9. Test plans
10. Test scripts with comprehensive test cases
11. Test summary (including defect status and details)
12. Performance test report
13. Deployment plan
14. Installation qualification or deployment manual
15. Release notes
16. User handbook including screen/report layouts, business workflows, key actions, support details etc.
17. Security scan reports (SAST, DAST etc.)
    1. Provide system administrator handbook including system security, user/system access management, application monitoring, audit trail monitoring, database administration including backup, restoration and archival, patch deployment, content management, and other maintenance and operational activities
    2. Provide the MIS reports like payment reconciliation reports, trend reports, sales reports etc. as per format and frequency requirements of the Bank
    3. Provide bug fix reports, root cause analysis reports, workaround implementation reports etc. as required for maintenance and support actions
    4. Provide documentation of Business Continuity Planning process, design aspects and operational workflow
    5. Documentation of Disaster Recovery (DR) drills including process followed, report of outcomes, observations, action items etc.
18. Demonstrate and provide required documentation for Business Continuity of services in every DR failure scenario
    1. Provide FAQ documentation and demo videos of features for better understanding of the Digital Lending Platform
    2. All documentation should have diagrams, screenshots, flowcharts, and simple language for easy understanding of the Digital Lending Platform
    3. Any modifications in the above-mentioned documentation during upgrades, patching, customizations etc. should be supplied by the bidder to the Bank, free of cost in timely manner
    4. All documentation should be uploaded to Bank’s centralized document repository, and accessible to all Bank stakeholders and team members at all times

## **Management Information System (MIS) Reports**

The successful bidder should

* 1. Provide complete reports, dashboards, customized analytical reports pertaining to Digital Lending Platform and Turnaround time at each level of sanction /disbursement of loans.
  2. Dashboards should include :

1. This should include the risk management reports, various analysis reports in figures as well as graphical representation
2. All data should be real time, and data till current time should be available
3. All reports should work with any given date range
4. Ensure digital channel wise availability of following basic MIS reports:
5. Usage - Daily active users, monthly active users
6. Traffic - Concurrent users, volume (transactions per second), geography
7. Time – server/API response, session duration
8. Financial and non-financial transactions count and details
9. API wise usage
10. Browser wise usage (top 5)
11. Device wise usage (top 5)
12. Financial transactions by payment modes
13. Technical issues
14. Business errors
15. Performance monitoring
16. Installation and uninstallation report for mobile app
17. Risk management - suspicious transactions, logins, malicious activities etc.
    1. Suggest and provide various other required MIS reports

## **Intellectual Property**

* 1. The Bank intends to procure and own the Digital Lending Platform developed by the successful bidder
  2. The successful bidder should provide comprehensive warranty for the application and Bank will be paying the AMC if required thereafter completing the warranty period
  3. The Bank should have the ownership of all the Intellectual Property rights associated with the platform and source code, both future and present, even after the warranty/AMC period
     1. Source code for customization done for Bank in Digital Lending Platform solution and for other related services shall be provided by the bidder to the Bank for unlimited and unrestricted use by the Bank
     2. Bidder shall also provide all related material but not limited to flow charts, annotations, design documents schema, development, maintenance and operational tools and all related documentation
  4. The Bank should have the rights to modify the platform and source code without any restrictions
  5. In case the successful bidder is coming with software which is not its proprietary software, then the bidder must submit evidence in the form of agreement it has entered into with the software vendor which includes support from the software vendor for the proposed software for the full period required by the Bank
  6. If the successful bidder has used any specific proprietary platform or components, an escrow agreement needs to be executed
     1. The core source code of the solutions in scope would be kept in escrow arrangement and complete information regarding the arrangement shall be provided by the bidder
     2. Bidder shall transfer all Intellectual Property Right on non - exclusive basis for all the customizations done for Bank for the solutions and these IP rights would also be applicable for Bank’s subsidiaries (Domestic or International) and sponsored RRBs.
     3. The Bank and the bidder shall appoint an escrow agent approved by the Bank to provide escrow mechanism for the deposit of the source code for the solution supplied/procured by the bidder to the Bank in order to protect the Bank’s interests in an eventual situation
     4. The Bank and the bidder shall enter into a tripartite escrow Agreement with the designated escrow agent, which will set out, inter alia, the events of the release of the source code and the obligations of the escrow agent
     5. As a part of the escrow arrangement, the bidder shall be required to provide a detailed code documentation which has been duly reviewed and certified by an external independent organization
     6. All costs for the Escrow will be borne by the bidder
     7. The escrow code along with all documentation shall be periodically updated every one year by the bidder. Bidder shall submit a self-certificate confirming the same after every update
  7. The Bank shall also have the right to conduct source code audit by third party auditor
  8. The Bank shall have right to audit of the complete solution proposed by the successful bidder, and inspection by the regulators of the country.
  9. The successful bidder shall provide complete and legal documentation of all subsystems, licensed operating systems, licensed system software, and licensed utility software and other licensed software
  10. The successful bidder shall also provide licensed software for all software products whether developed by it or acquired from others
  11. The successful bidder shall also indemnify the Bank against any levies / penalties on account of any default in this regard

## **Enterprise Licensing**

* 1. The Digital Lending Platform should follow enterprise-wide perpetual licenses for all modules offered without any constraint like number of users, transactions, APIs, screens, delivery channels, devices, branches etc.
  2. License for the Digital Lending Platform should cover all installations like primary site, DR, other environments like Development, UAT, Sandbox etc. based on Bank’s requirements without limitations on number of users, transactions, servers, usage, integrations etc.
  3. All software envisaged is required to be on-premises software licensed to Bank
  4. The successful bidder must:
     1. Provide licensing policy to the Bank covering the platform, solution, hardware, software, or any other component supplied as part of this RFP
     2. Ensure the software supplied must be the latest version of the software supplied by the OEM. Beta versions of any software shall not be accepted
     3. Consider the disaster recovery environment while proposing the software licenses
     4. Offer technical and functional support of the service for contract tenure post implementation of solution
     5. Provide complete functional and technical solution for any new platform, model, and OS and DB upgrade within thirty days of launch in India without any extra cost
     6. Ensure Digital Lending Platform along with final customization should be VAPT certified at no extra cost to Bank
     7. Ensure support contract for the solution should include any and all regulatory (RBI, NABARD, NPCI, IBA, IRBT, CIBIL etc.) global or country wide or state-wide updates, cyber security framework updates etc. free of cost during the tenure of contract
     8. Ensure support contract for the solution should include program updates, patches, fixes, and critical security alerts as required



## **Warranty and AMC**

* 1. The BIDDER shall provide one-year comprehensive onsite warranty and Six years AMC/ ATS (Total Seven Years) for the Digital Lending Platform and other associated solutions in scope of the RFP, including software and associated modules and services. The warranty shall start from date of Going-live.
  2. The Product should have a roadmap for 7 years from the date of Going-live. The BIDDER should provide assurance that the Digital Lending Platform and other associated solutions in scope of the RFP work as per the functional, technical and operational specifications set out in the RFP.
  3. The BIDDER shall provide assurance that as and when any problem arises, the same would be rectified immediately by the BIDDER without any additional cost to the Bank.
  4. The warranty and AMC of the software shall include all version upgrade, patches/fixes, upgrades, compliance of mandates (legal guidelines of GOI as per Gazette of India, regulatory authorities, RBI, NPCI, etc.) and maintenance support, troubleshooting, performance fine tuning, problem resolution for the OS, database, middleware and the application software for total solution provided by the BIDDER.
  5. The warranty and AMC of the hardware shall include preventive maintenance, performance fine tuning, error rectification, replacement of parts for all the hardware components of the total solution provided by the BIDDER.
  6. The AMC rates quoted by the BIDDER in the Commercial bid shall be valid for a period three years after expiry of the Seven year contract period.
  7. Warranty and AMC support shall be mission critical 24X7X365 days with site engineers for hardware and software. Proactive and preventive measures form a part of the AMC.
  8. The Bank reserves the right to terminate the AMC after giving three months’ notice.
  9. Warranty and AMC shall cover, inter alia, free provision of such spares, parts, kits, software upgrades as and when necessary to ensure that the Equipment’s function in a trouble-free manner. The BIDDER shall correct any faults and failures in the Equipment’s and shall repair and replace worn out defective parts of the Equipment’s on 24x7 basis. In cases where unserviceable parts of the Equipment need replacement on account of product malfunction caused by circumstances not attributable to the Bank, the BIDDER shall replace such parts at no extra cost to Bank with new parts or those equivalent to new parts in performance without any downtime on this account.
  10. If any hardware/ software go out of support/ End of life/ sunset during the warranty/ AMC period, the same would be replaced by the next version of software/hardware without any cost to the Bank. Also, hardware/software replacements shall be done in a planned manner to ensure that no downtime is required on this account.
  11. The BIDDER warrants that the services provided under the contract shall be as per the Service Level Requirement specified in this RFP. The Bank shall notify the BIDDER in writing of any claims arising under this warranty. Upon receipt of such notice, the BIDDER shall with all reasonable speed, repair/replace/reconfigure/re-provision the defective equipment or service, without prejudice to any other rights, which the Bank may have against the BIDDER under the contract.
  12. If the BIDDER, having been notified, fails to remedy the defect(s) within a reasonable period as per the terms and conditions of this RFP, the Bank may proceed to take such remedial action as may be necessary at the BIDDERS's risk and expense and without prejudice to any other rights, which the Bank may have against the BIDDER under the contract.
  13. The BIDDER guarantees that all the software supplied by the BIDDER is licensed and legally obtained.
  14. The BIDDER shall be fully responsible for the manufacturer’s warranty in respect of proper design, quality and workmanship of all equipment, accessories etc. covered by the offer.
  15. The BIDDER must warrant all equipment, accessories, spare parts etc., against any manufacturing defects during the warranty period. During the warranty period BIDDER shall maintain the equipment and repair/replace all the defective components at the installed site, at no additional charge to the Bank.
  16. Warranty shall not become void if the Bank buys any other supplemental hardware from a third party and install it with these equipment’s. However, the warranty would not apply to such hardware items installed.
  17. The same maintenance standards specified for warranty period is applicable during the AMC period as well.
  18. If any of the peripherals, components etc. are not available or difficult to procure or if the procurement is likely to be delayed, the replacement shall be carried out with equipment of equivalent capacity or higher capacity at no charges to the Bank, during the currency of warranty or AMC period.
  19. The AMC charges provided by the BIDDER in the Commercial bid cover the cost of hardware, operating system software, database, application software etc. The AMC of the software includes all patches, future Version and other upgrades, compliance of mandates (of Regulatory Authorities, RBI, NPCI etc.) and other relevant standards, and maintenance support for the OS, database and the applications. The payment would be made quarterly in arrears. Any deviation from the proposed payment terms would not be accepted. 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 the Bank
  20. The ATS for software should be minimum 15% of the Licence cost.

## **Facility Management and Maintenance Services**

* 1. Bidder shall designate one of its personnel as the Project Manager, to interact with the Designated Customer Support Contact from the Bank for the purposes of getting approvals, progress report, discussing and resolving issues, arranging meetings, successful implementation of this project etc. Bidder shall also provide Facility Management having hierarchical and scope based support personal such as L2, L3 and Team leads.
  2. During implementation phase there should be a team of at least 15 resources L3 – 8 and L2 – 7 including resources of OEM.
  3. For FM services there should be a team of 10 resources (L3 - 5 and L2 - 5) on 24x7x365 days basis. However Bank shall decide the actual requirement of the resources after due assessment.
  4. There should be a team of L3 & L2 resources preferable self-sufficient Agile team to attend bug fixes, handle Change Requests, maintenance and support.
  5. Bidders should ensure to manage and maintain software as mentioned in the RFP and as per the agreement the bidder should deploy at Bank’s Site required number of onsite technical experts throughout contract period. The deployed resources (to have adequate skill, good academics & be technically sound) should manage the above-mentioned scope of work and have experience for monitoring & management of the proposed solution. The deployed resources should be available and work 24\*7\*365 days. The bidder should be able to recruit/ deploy the resources within 30 days of placing the order/LOI for the onsite technical resource.
  6. Bidders to ensure that deployed resources should be competent to develop/ configure/ handle/ integrate/ maintain/ manage/ Implement/ Test / Go-live the proposed Digital Lending Platform solution.
  7. Bidder should ensure that the onsite resources should perform testing, support, monitoring, implementation, integration, Trouble Shooting, reporting, RCA reports, coordination with bank’s teams, Audit compliance, any other statutory compliance, Patch Installation (OS, DB, App and Software) fixes, analytics, fraud risk/rule management & monitoring, day to day MIS reports, Regulatory reports, conducting DR Drill, backup/restore. These activities are an indicative gist of activities which may increase depending upon the requirement of the Digital Lending Platform Eco system.
  8. Bidder should ensure continuity of resources during the implementation phase.
  9. The Onsite resources shall also prepare and maintain the detailed process documentation, Standard operating procedure and other documentation as required for implementation, maintenance and management of the solution and same shall be submitted before signoff and within 30 days of GO-LIVE of solution & be properly updated during the contract period.
  10. The deployed resources shall be on the bidders’ payroll/contracts and will not be having any employment right with the bank. These resources will not have any right whatsoever to lodge claim of any nature directly or indirectly with the bank. The selected bidder shall address such issues without involving the bank. The onsite resources provided for Facility Management at Bank’s premises should be on payroll of the successful bidder and not on any third party payroll. In case, if the successful bidder has to depute third party resource payroll and not bidder’s payroll, the permission of the same is to be taken from the Bank before deployment and it will be successful bidder’s responsibility for any action taken on part of the deployed resource by the bidder.
  11. The deputed persons have to maintain the utmost secrecy & confidentiality of the bank’s data including process performed at the Bank premises. At any time, if it comes to the notice of the bank that data has been compromised/ disclosed/ misused/ misappropriated then bank would take suitable action as deemed fit and selected vendor would be required to compensate the bank to the fullest extent of loss incurred by the bank. Bidder is expected to adhere to Bank’s request for removal of any personnel, if bank notices any negligence/gross misconduct/violation of trade secret/disclosure of bank’s data to third party and any decision of the bank in this regard would be final and binding upon the selected vendor.
  12. Bidders to ensure that the resources deployed for onsite support should possess minimum 2-year experience. Bank reserves the right to claim change in resource based on the performance of the resources.
  13. If Bank has to increase or decrease resources at onsite or off-site same shall be done at the same rate as provided in this RFP.
  14. Monitoring and Management of Digital Lending Platform solution including infrastructure deployed. Bidder should provide the dashboard for Real-time monitoring of Digital Lending Platform traffic/transactions/API calls etc. and get the transaction status and its reason of failure, if any. Breakup of Business and Technical decline. The dashboard should also have the capability to generate reports like count of Financial & No-Financial Transactions for a period, Number of Customers on-boarded etc.
  15. Configuration management: The successful bidder must ensure that all supplied & installed infrastructure & solutions are updated with the latest configuration and both the sites (DC & DR) have consistent configuration.
  16. Patch Management: The successful bidder must ensure that all supplied & installed infrastructure & solutions are updated with patches as and when they are released after due testing. Critical patches should be applied immediately as per Bank Policy.
  17. Service Level Management, Service reporting- Maintain the service levels as per the RFP and provide a periodic report to the Bank assessing all device performance under the scope of RFP against the Service Levels. Service Levels will include Availability measurements and Performance parameters (Utilization of CPU, RAM, storage, TPS, performance etc.)
  18. Change Management: The successful bidder must ensure that all supplied & installed infrastructure & solutions related changes are properly updated and recorded with version controlling and to have consistent setup both the sites (DC & DR).
  19. Coordination with different Bank’s partners and other regulatory entities. Work as per Standard Operating Processes defined by the Bank, create and maintain SOPs as per project requirement.
  20. Co-ordinate with Bank’s IT Team or teams identified by the Bank. Preliminary trouble shooting of any issue related to the Digital Lending Platform service/ platform as reported by Bank staff or customer.
  21. Update ticket status in Bank’s monitoring tool or in such a manner that same will readily available as & when required with logging.
  22. Log ticket bidder internal helpdesk for solution related issues through any of the following mode: Telephonic, Email, Ticketing Tool etc.
  23. Maintain log of all down calls for MIS purpose and provide daily, weekly, monthly, quarterly reports to Bank in formats finalized during operations.
  24. Interface with and coordinate problem identification and resolution with the appropriate support organizations within or external to the Bank; Co-ordinate with OEM for ticketing, escalation and resolution of issues and restoration of hardware or associated software.
  25. Provide a periodic report to the Bank assessing all device performance under the scope of RFP against the Service Levels.
  26. Operation Management: The successful bidder should review the performance of the equipment/ technology deployed with the bank on a bi-annual basis and take necessary upgrades, i.e. of equipment and software, as and when required without any additional cost to the Bank. Successful bidder should monitor measures, evaluates, and records status and performance information about all the equipment and software brought in by the bidder to aid in performance monitoring and tuning of the environment. Performance metrics should include utilization, throughput and other critical system needs. The successful bidder shall implement proactive procedures to address trends identified from performance and monitoring data. The successful bidder should provide standard reports that are to be provided to designated Bank personnel.
  27. Successful bidder should fix any security findings/vulnerabilities identified by various security agencies hired/consulted by the Bank without any additional cost during the contract period. Further, if the security observation(s) cannot be closed by applying updates/patches/fixes/upgrades to the supplied equipment and replacement is the only option to close the observation(s), then the successful bidder has to replace the device(s) with device meeting all the specifications of the RFP at no extra cost to the Bank. However, the Bank reserves the right to waive off the hardware replacement depending on the type of vulnerability and its associated risk.
  28. End of Sales / End of support: The Bidder has to ensure that any solution/equipment supplied as part of this RFP should not have either reached or announced ‘End of Sales’ (1 years from last date of submission of Bid.) or end of support for at least 7 years from the date of issue of purchase order. In the event if any equipment supplied by the bidder reaches end of support, within the 5 years period from the date of supply, the bidder has to replace the equipment with devices having equivalent or upgraded specification, at no additional cost to the Bank or revamp the entire solution (if required).
  29. The Solution including Application & Hardware shall have a roadmap for 7 years from the Project Sign Off date. A certificate to this effect had been provided by the bidder and in Annexure-24. Continuing the services / maintenance beyond 7 years would be as per the Service Continuity clause in this RFP.
  30. Facility Management (FM) on a 24X7X365 days basis shall be a part of solution for entire contract period. End to end service support shall be provided by the bidder. The bidder shall ensure the availability of dedicated FM personnel on 24X7 basis during the contract period. The bidder shall ensure that the FM personnel are available exclusively for Digital Lending Platform. FM personnel shall have a graduate degree at a minimum, have 2 years of experience in the field of Digital Lending Platform support and have in-depth knowledge of the solution provided. Bank reserves the right to interview the FM personnel including Project Director intended to be deployed and if not found suitable may reject them.
  31. The bidder shall provide mission critical support for both hardware and software for Digital Lending Platform solution. The mission critical support includes 24X7X365 days weeks support with site engineers for hardware and software.
  32. The bidder shall deploy a Project Manager having minimum 10 years of work experience in the same field stationed at Mumbai / Navi Mumbai for entire contract period.
  33. Incident Management -

The bidder shall establish robust Incident Management process including:

* + 1. Provide 24 x 7 support for incident management for all components of the Digital Lending Platform
    2. Provide automated fault detection and resolution
    3. System to do automatic dispatching to avoid delays and automated messages to field engineers
    4. System to provide for automatic escalation in case of problem not getting resolved
    5. Do proactive maintenance of all devices
    6. Carry out remote resolution before actual dispatch, if necessary
    7. Analyze machine performance and suggest improvement
  1. Service desk
     1. Providing technical assistance for logging, troubleshooting and managing the service requests for the Digital Lending Platform
     2. Monitoring, alerting, troubleshooting and resolution of incidents/ problems for the Digital Lending Platform solution
     3. Monitoring and alerting on the health of the Digital Lending Platform
     4. Providing technical assistance for logging, troubleshooting and managing Digital Lending Platform related service requests
  2. Accounting and Reconciliation
     1. Recording and Storage of all transactions pertaining to the Digital Lending Platform and associated services, as described in the Bank
     2. MIS reports for all Digital Lending Platform and associated activities on a routine basis or as requested by the Bank
     3. Ability to interface with the Bank’s data and analytics systems to provide the reports required by the Bank, in the format as prescribed by the Bank
  3. Information protection
     1. Backup, storage and restoration of data related to the Digital Lending Platform and associated services, in a secure and reliable manner
     2. Backup, storage and restoration of configuration data for the Digital Lending Platform and associated infrastructure
     3. Backup, storage and restoration of any mission critical data related to the Digital Lending Platform and associated services
     4. Backup, storage and restoration to enable the Bank to achieve regulatory compliance as per Bank, RBI or other applicable guidelines.
  4. Fraud detection and protection
     1. The Fraud Management System should be configurable, customizable, highly scalable and provide real time fraud monitoring
     2. The system shall have rules to provide basic functionalities to monitor the fraud and risk aspects of the payment transactions for bank registered Digital Lending Platform users.
     3. Scoring of on-going transactions, based on the risk ratings
     4. Block Digital Lending Platform use by country and/or predetermined MCC (Merchant Category Codes) codes
     5. Integration with Bank’s EFRMS solution.
        1. Segregation of Financial / non-financial transaction
        2. Segregation of debit / credit transaction
  5. Business Continuity/ Disaster Recovery
     1. Implementing and maintaining BCP and the DR readiness (including data replication), for the Digital Lending Platform and associated services in order to meet the Bank’s RTO and RPO Objective.
     2. Replication of data between the primary and the DR site from the disaster recovery perspective.
     3. Bidder to perform Drill (Switch-over and Switch-back) activity as and when scheduled by the Bank
  6. Compliance and assurance
     1. Assisting the Bank in attaining and ensuring on- going compliance to various regulatory and data security/ privacy requirements
     2. Addressing relevant threats/ risks identified in a proactive manner and through audit observations
     3. Providing analysis and MIS for Switch and associated services related data, to demonstrate audit readiness and adherence to the agreed service levels.
     4. For all existing applications, BIDDER shall submit Data Dictionary (wherever feasible) as a part of System documentations.
     5. Shall submit within 10 days from signing of this Agreement, an Application Integrity Statement from application system vendor providing reasonable level of assurance about the application being free of malware at the time of sale, free of any obvious bugs and free of any covert channels in the code
     6. Compliance to Bank IS policy and other related policy, adherence to Bank Minimum Baseline security requirement , adherence to all internal and external audits and Quarterly/half yearly VAPT requirement
     7. Bidder should close the audit and VAPT observations within the stipulated timeline
  7. Provide preventive and breakdown maintenance activities without any impact on day-to-day operations to maintain the required business uptime covering 24\*7\*52 weeks
  8. Provide 36 hours’ notice to the Bank and seek approval before executing any preventive maintenance
     1. This notice should have details of the changes being implemented including testing results, impact to Digital Lending Platform’s users, communication process for users, fallback process and any other documentation requested by the Bank
     2. Provide updates throughout the maintenance window at frequency agreed with the Bank
  9. Provide status of support activities and tickets on a regular basis to the Bank and attend all required meetings on governance of the IT systems
  10. Ensure root cause analysis and ticket management processes are followed as per SLA timelines defined by the Bank in this RFP

## **Mandatory Training/Knowledge Transfer**

* 1. The successful bidder is responsible to impart required training to the Bank’s project and core teams and support vendor (if any) to configure, use and maintain the Digital Lending Platform
  2. The successful bidder shall organize following training to the Bank’s team:
  3. Five working days training to the Bank’s Core Team (including support vendor, if any) to be imparted before UAT in multiple batches based on agreement with the Bank
  4. Comprehensive training to the Bank (including support vendor, if any) once in a year during the contract period, as and when required by the Bank
     1. Training to IT team should cover configuration, operations, maintenance & support, administration of software, platform architecture and components, installation, troubleshooting processes, user management, data base administration and maintenance, report generation, security management, backup & disaster recovery etc.
     2. Training to business user groups should cover operational features, functionalities in the modules, report generation, auditing, and any other operational activities
     3. Training to the Business Operations team to on-board partners, view reports, integrate partners using APIs, or any other activity to be handled by the concerned team
  5. Training material to be provided to all the trainees (including support vendor, if any) with illustrations of scenarios, required actions, possible support features etc.
  6. All trainings will be conducted onsite at Central Bank office in Mumbai Area.
  7. The successful bidder should indicate the optimum number of days / hours required for all training programs onsite
  8. The successful bidder should provide self-paced training content with video, audio, and subtitles (e-Learning material)

## **Onsite Support**

The Bank shall give Bidder and its personnel only physical access to the Support Location, and the designated hardware & Equipment to enable Bidder to provide the Maintenance & Support Services. Any mode of remote access will not be allowed from any Network outside Bank's Network.

## **Project Timeline**

The successful Bidder is expected to adhere to the following timelines concerning the implementation of the solutions/services in bank:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **S. No** | **Activity** | **Time Period for Completion** | **Time period from Project Start Date** | **Deliverables** |
| **1** | Installation Of the DLP platform at Bank’s DC/DR | Within 3 weeks of the environment availability at the bank | 3 weeks | Delivery and installation of all the related DLP Platform components. Installation of all the pre-built journeys latest version. |
| **2** | Acceptance test | 3 Weeks | 6 weeks | Acceptance test involving installation and commissioning and successful operation of the DLP Platform with the pre-built journeys shall be demonstrated by the bidder for at least 2 days at Bank’s Site on bank provided hardware. All necessary additional hardware / simulators/ software for stress testing would be arranged by the bidder. |
| **3** | Customizations including integrations for at least 6 journeys in Block 1. | 12 weeks | 18 weeks |  |
| **4** | UAT signoff in test environment for at least 6 journeys in Block 1. | 6 weeks | 24 weeks | Bidder shall demonstrate all the functionalities/ requirements as depicted in the DLP RFP scope of work along with all required customization for the 6 journeys in Block 1 including Remediation of UAT issues and UAT signoff |
| **5** | Move to Production for at least 6 journeys | 4 weeks | 28 weeks | All the functionalities/ requirements as depicted in scope of work shall be made live.  Bidder shall demonstrate fulfilment of all requirements in live environment |
| **6** | Project Signoff for at least 6 journeys | 2 week | 30 weeks | After completely moving to new DLP. It would be observed for 60 days and problem if any would be reported to bidder. bidder shall provide solution to the issues raised.  This mile stone shall be considered as Go-Live Date for Payments and Warranty |
| **7** | Next 15 journeys go live across segments | 4 Months | 10 Months |  |
| **8** | Next 15 journeys go live across segments | 4 Months | 14 Months |  |
| **9** | Next 15 journeys go live across segments | 4 Months | 18 Months |  |
| **10** | Go-live of remaining list of indicative journeys | 4 Months | 22 Months |  |

* 1. The bidder should execute the implementation using Agile methodology by running sprints with prioritized user stories and incorporating feedback to reduce QA/User Acceptance Test efforts
  2. Build for next phase should start in parallel with UAT of previous phase. Staffing of required resources, clarification on implementation scope and required cadence should be setup proactively by the bidder to ensure adherence with above timelines
  3. Any risk due to dependencies like integration efforts from other systems, data requirements etc. should be highlighted by the bidder at least 4 weeks in advance
  4. Acceptance Test shall be carried out on the hardware/software jointly by the representatives of the Bank and the bidder, after the build is completed
  5. The Acceptance Test shall be deemed to be complete only on issuance of the Acceptance Certificate’ by the Bank to the bidder
  6. It is the responsibility of the bidder to remediate any deficiency identified in the performance of the hardware/software, as observed during the Acceptance Test. This includes replacement of some or all hardware or software at no additional cost to the Bank, to ensure that the hardware/software meet the requirements of the Bank as envisaged in the RFP
  7. It is the responsibility of the bidder to obtain the sign off of the bank on project related documents including Project plan, Functional Specifications Document, Acceptance test plan, etc. before commencement of the relevant project milestone
  8. The project related documents would be reviewed on a periodic basis in line with the defined project governance mechanism and updated by the bidder in Agreement with the Bank, as and when required
  9. The Bank, at its discretion, shall have the right to alter the delivery schedule and quantities based on the implementation plan. This will be communicated formally to the Bidder during the implementation if a need arises.

# Section III : Conditions of the Contract.

# Maintenance Support

The 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). Maintenance support will also include installation of system updates and upgrades, providing corresponding updated manuals, and follow-up user training. During the AMC period, all upgrades should be free. All regulatory / statutory changes should be done without any additional cost to the Bank.

# Liquidated damage

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

**Penalty:** The successful bidder shall agree to the penalties structure in accordance with the following:

The Liquidated Damages (LD) shall be 1 % of amount for services or goods which have been delayed for each week or part thereof for delay until actual delivery or performance. However, the total amount of Liquidated Damages deducted will be pegged at 10% of the Total contract value (TCV). Once the maximum is reached, the Bank may consider termination of the contract and other penal measure will be taken like forfeiture of EMD, Foreclosure of BG etc.

In this context Bank may exercise both the rights simultaneously or severally. In case the Bank exercises its right to invoke the Bank guarantee and not to terminate the contract, the Bank may instruct to concerned bidder to submit fresh Bank guarantee for the same amount in this regard.

In case delay is attributable to Bank, proper evidence should be produced by Bidder.

# Land Border Sharing Clause

The Bidder must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 Order (Public Procurement No. 1), Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020. Bidder should submit the undertaking in Annexure-17 in this regard and also provide copy of registration certificate issued by competent authority wherever applicable.

Para 1 of Order (Public Procurement No. 1) dated 23-7-2020 and other relevant provisions are as follows:

* Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority.
* “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such persons, participating in a procurement process.
* “Bidder from a country which shares a land border with India” for the purpose of this Order means: -
* An entity incorporated, established, or registered in such a country; or
* A subsidiary of an entity incorporated, established or registered in such a country; or
* An entity substantially controlled through entities incorporated, established or registered in such a country; or
* An entity whose beneficial owner is situated in such a country; or
* An Indian (or other) agent of such an entity; or
* A natural person who is a citizen of such a country; or
* A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

The beneficial owner for the purpose of (iii) above will be as under.

* In case of a company or limited liability partnership, the beneficial owner is the natural person(s) who, whether acting alone or together, or though one or more judicial person, has a controlling ownership interest or who exercises control through other means.

**Explanation**

1. “Controlling ownership interests” means ownership of or entitlement to more than twenty five per-cent of shares or capital or profits of the company.
2. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder’s agreements or voting agreements.

* In case of partnership firm, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of entitlement to more than fifteen per-cent of capital or profits of the partnership.
* In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of or entitlement to more than fifteen per-cent of the property or capital or profits of such association or body of individuals.
* Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person(s), who hold the position of senior managing official.
* In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen per-cent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
* An agent is a person employed to do any act for another, or to represent another in dealings with third persons.

# Monitoring & Audit

Compliance with security best practices may be monitored by periodic computer security audits / /Information Security Audits/Statutory and Regulatory audit 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,

Source code review ,

backup and recovery procedures,

network security controls and

program change controls.

The successful bidder must provide the Bank access to various monitoring and performance measurement systems. The successful 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 Successful bidder. These tools should be a part of the proposed solution.

# Bid Submission

1. All responses received after the due date/time be considered late and would be liable to be rejected. E-procurement portal will not allow lodgement of RFP response after the deadline. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition while responding.
2. “Cost of Tender Document” may be paid through RTGS (Real Time Gross Settlement) / NEFT favouring CENTRAL BANK OF INDIA, BANK ACCOUNT NO.-3287810289, IFSC CODE - CBIN0283154 or by way of Bankers Cheque/Demand Draft/Pay Order favouring Central Bank of India, payable at Mumbai, which is non-refundable, must be submitted separately along with RFP response. The RFP response without proof of payment of application money or cost of tender document shall not be considered and shall be rejected, except in case of bidder being MSME as per the exemption applicable to it.
3. The details of the transaction viz. scanned copy of the receipt of making transaction is required to be uploaded on e-procurement website at the time of “final online bid submission The RFP response without proof of amount paid towards Application Money / Bid Security (Annexure 12) are liable to be rejected.

**Instructions to Bidders: e-tendering**

The Bidders participating through e-Tendering for the first time, for Central Bank of India will have to complete the Online Registration Process on the portal. All the bidders interested in participating in the online e-Tendering process are required to procure Class II or Class III Digital e-Token having -2- certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The tender should be prepared & submitted online using the bidder’s authorized individual’s (Individual certificate is allowed for proprietorship firms) Digital e- Token. If any assistance is required regarding e-Tendering (registration / upload / download/ Bid Preparation / Bid Submission), please contact on the support numbers given in the support details.

**Registration Process for Bidders**

1. Open the URL: https://centralbank.abcprocure.com/EPROC/
2. On Right hand side, Click and save the Manual "Bidder Manual for Bidders to participate on e-tender"
3. Register yourself with all the required details properly.
4. TRAINING: Agency appointed by the Bank will provide user manual and demo / training for the prospective bidders
5. LOG IN NAME & PASSWORD: Each Vendor / Bidder will be assigned a Unique User Name & Password by the agency appointed by the Bank. The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from the agency appointed by the Bank.

**GENERAL TERMS & CONDITIONS**: Bidders are required to read the “Terms and Conditions” section of the portal (of the agency concerned, using the Login IDs and passwords given to them.

|  |  |
| --- | --- |
| Bid Submission Mode | https://centralbank.abcprocure.com/EPROC  Through e-tendering portal (Class II or Class III Digital Certificate with both Signing & Encryption is required for tender participation) |
| Support person and phone number for e-tender service provider for any help in accessing the website and uploading the tender documents or any other related queries. | e-Procurement Technologies Limited  Technical Support Team  **Mr. Sujith Nair:**  079 68136857  [sujith@eptl.in](mailto:sujith@eptl.in)  **Ms. Geeta:**  079 90334460  [geeta@auctiontiger.net](mailto:geeta@auctiontiger.net)  **Ms. Khushboo:**  09510813528  [khushboo.mehta@eptl.in](mailto:khushboo.mehta@eptl.in)  **Ms. Pooja:**  09328931942  [pooja.shah@eptl.in](mailto:pooja.shah@eptl.in)  **Ms. Komal:**  07904407997  [komal.d@eptl.in](mailto:komal.d@eptl.in)  **Mr Nandan Valera:**  9081000427  [nandan.v@eptl.in](mailto:nandan.v@eptl.in)  **Ms Vrusha Soni:**  9904407997  [vrusha@eptl.in](mailto:vrusha@eptl.in)  **Mobile Numbers:**  +91-9904407997| 9081000427 |

**Note:** please note Support team will be contacting through email and whenever required through phone call as well. Depending on nature of assistance support team will contact on the priority basis. It will be very convenient for bidder to schedule their online demo in advance with support team to avoid last minute rush.

1. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
2. BIDS PLACED BY BIDDER: The bid of the bidder will be taken to be an offer to sell. Bids once made by the bidder cannot be cancelled. The bidder is bound to sell the material as mentioned above at the price that they bid.

**Preparation & Submission of Bids**

The Bids (Eligibility Cum Technical as well as Commercial) shall have to be prepared and subsequently submitted online only. Bids not submitted “ON LINE” shall be summarily rejected. No other form of submission shall be permitted.

**Do’s and Don’ts for Bidder**

1. Registration process for new Bidder’s should be completed at the earliest
2. The e-Procurement portal is open for upload of documents with immediate effect Hence Bidders are advised to start the process of upload of bid documents well in advance.
3. Bidder has to prepare for submission of their bid documents online well in advance as the upload process of soft copy of the bid documents requires encryption (large files take longer time to encrypt) and upload of these files to e-procurement portal depends upon bidder’s infrastructure and connectivity.
4. To avoid last minute rush for upload bidder is required to start the upload for all the documents required for online submission of bid one week in advance
5. Bidder to initiate few documents uploads during the start of the RFP submission and help required for uploading the documents / understanding the system should be taken up with e-procurement bidder well in advance.
6. Bidder should not raise request for extension of time on the last day of submission due to non-submission of their Bids on time as Bank will not be in a position to provide any support at the last minute as the portal is managed by e-procurement service provider.
7. Bidder should not raise request for offline submission or late submission since only online e-Procurement submission is accepted.
8. Part submission of bids by the Bidder’s will not be processed and will be rejected.

**Terms & Conditions of Online Submission**

1. Bank has decided to determine L1 through bids submitted on Bank’s E-Tendering website https://centralbank.abcprocure.com/EPROC. Bidders shall bear the cost of registration on the Bank’s e-tendering portal. Rules for web portal access are as follows:
2. Bidder should be in possession of CLASS II or CLASS III-Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to Bank.
3. Bidders at their own responsibility are advised to conduct a mock drill by coordinating with the e-tender service provider before the submission of the technical bids.
4. E-Tendering will be conducted on a specific web portal as detailed in (schedule of bidding process) of this RFP meant for this purpose with the help of the Service Provider identified by the Bank as detailed in (schedule of bidding process) of this RFP.
5. Bidders will be participating in E-Tendering event from their own office / place of their choice. Internet connectivity /browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.
6. In the event of failure of their internet connectivity (due to any reason whatsoever it may be) the service provider or Bank is not responsible.
7. In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements / alternatives such as back – up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the E-Tendering Auction successfully.
8. However, the bidders are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
9. Failure of power at the premises of bidders during the E-Tendering cannot be the cause for not participating in the E-Tendering.
10. On account of this, the time for the E-Tendering cannot be extended and BANK is not responsible for such eventualities.
11. Bank and / or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of E-Tendering irrespective of the cause.
12. Bank’s e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday for the Bank, e-tendering website will receive the bids up to the appointed time on the next working day. Extension / advancement of submission date and time will be at the sole discretion of the Bank.
13. During the submission of bid, if any bidder faces technical issues and is unable to submit the bid, in such case the Bank reserves its right at its sole discretion but is not obliged to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service provider.
14. Utmost care has been taken to reduce discrepancy between the information contained in e-tendering portal and this tender document. However, in event of any such discrepancy, the terms and conditions contained in this tender document shall take precedence.
15. Bidders are suggested to attach all eligibility criteria documents with the Annexures in the technical bid.

**Guidelines to Contractors on the operations of Electronic Tendering System of Central Bank of India**

*Pre-requisites to participate in the Tenders*

Registration of Bidders on Electronic Tendering System on Portal of Central Bank of India(CBoI) : The Bidders Non Registered in Central Bank of India and interested in participating in the e-Tendering process of Central Bank of India shall be required to enrol on the Electronic Tendering System. To enroll Bidder has to generate User ID and password XXXXX

Registration of New bidders:

<https://centralbank.abcprocure.com/EPROC/bidderregistration>

The Bidders may obtain the necessary information on the process of Enrolment either from Helpdesk Support Team: 079-68136815, 9879996111 or may download User Manual from Electronic Tendering System for CBoI. i.e. <https://centralbank.abcprocure.com/EPROC>

*Preparation of Bid & Guidelines of Digital Certificate*

The Bid Data that is prepared online is required to be encrypted and the hash value of the Bid Data is required to be signed electronically using a Digital Certificate (Class – II or Class – III). This is required to maintain the security of the Bid Data and also to establish the identity of the Bidder transacting on the System. This Digital Certificate should be having Two Pair (1. Sign Verification 2. Encryption/ Decryption)

The Digital Certificates are issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities of Government of India through their Authorized Representatives upon receipt of documents required to obtain a Digital Certificate.

Bid data / information for a particular Tender may be submitted only using the Digital Certificate.

Certificate which is used to encrypt the data / information and Signing Digital Certificate to sign the hash value during the Online Submission of Tender stage. In case, during the process of preparing and submitting a Bid for a particular Tender, the Bidder loses his / her Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem); he / she may not be able to submit the Bid online. Hence, the Users are advised to store his / her Digital Certificate securely and if possible, keep a backup at safe place under adequate security to be used in case of need.

In case of online tendering, if the Digital Certificate issued to an Authorized User of a Partnership Firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that User to submit the bid on behalf of the Partnership Firm. The Partnership Firm has to authorize a specific individual via an authorization certificate signed by a partner of the firm (and in case the applicant is a partner, another partner in the same form is required to authorize) to use the digital certificate as per Indian Information Technology Act, 2000 and subsequent amendment.

Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authority User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of Central Bank of India as per Indian Information Technology Act, 2000 and subsequent amendment. The Digital Signature of this Authorized User will be binding on the Firm. It shall be the responsibility of Partners of the Firm to inform the Certifying Authority or Sub Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorized User.

The same procedure holds true for the Authorized Users in a Private / Public Limited Company. In this case, the Authorization Certificate will have to be signed by the Director of the Company or the Reporting Authority of the Applicant.

The bidder should Ensure while procuring new digital certificate that they procure a pair of certificates (two certificates) one for the purpose of Digital Signature, Non-Repudiation and another for Key Encryption.

*Recommended Hardware and Internet Connectivity*

To operate on the Electronic Tendering System, the Bidder are recommended to use Computer System with at least 1 GB of RAM and broadband connectivity with minimum 512 kbps bandwidth. However, Computer Systems with latest i3 / i5 Intel Processors and 3G connection is recommended for better performance.

Operating System Requirement: Windows 7 and above Browser Requirement (Compulsory): Internet Explorer Version 9 (32 bit) and above and System Access with Administrator Rights.

*Toolbar / Add on / Pop up blocker*

Users should ensure that there is no software installed on the computers which are to be used for using the website that might interfere with the normal operation of their Internet browser. Users have to ensure that they do not use any pop-up blockers, such as those provided by Internet Explorer and complementary software, like for example the Google tool bar. This might, in certain cases depending on users’ settings, prevent the access of the EAS application.

**Online viewing of Detailed Notice Inviting Tenders**

The Bidders can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by CBoI on the home page of CBoI e-Tendering Portal on <https://centralbank.abcprocure.com/EPROC>.

**Download of Tender Document**

The Pre-qualification / Main Bidding Documents are available for free downloading. However, to participate in the online tender, the bidder must purchase the bidding documents via Demand Draft /online mode by filling the cost of tender form fee.

**Online Submission of Tender**

Submission of Bids will be preceded by Online Submission of Tender with digitally signed Bid Hashes (Seals) within the Tender Time Schedule (Key dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering Authority of CBoI. The templates may be either form based, extensible tables and / or unloadable documents. In the form based type of templates and extensible table type of templates, the Bidders are required to enter the data and encrypt the data/documents using the Digital Certificate / Encryption Tool.

In case Unloadable document type of templates, the Bidders are required to select the relevant document / compressed file (containing multiple documents) already uploaded in the briefcase.

**Note:**

* The Bidders upload a single documents unloadable option.
* The Bid hash values are digitally signed using valid class – II or Class – III Digital Certificate issued any Certifying Authority. The Bidders are required to obtain Digital Certificate in advance.
* The bidder may modify bids before the deadline for Online Submission of Tender as per Time Schedule mentioned in the Tender documents.
* This stage will be applicable during both. Pre-bid / Pre-qualification and Financial Bidding Processes.

The documents submitted by bidders must be encrypted using document encryption tool which available for download under Download section on <https://centralbank.abcprocure.com/EPROC>

Steps to encrypt and upload a document:

* Select Action: Encryption -> Tender ID: (enter desired tender ID) -> Envelope: (Technical / Price Bid) -> Add File: (Select desired document to be encrypted) -> Save File(s) to: (select desired location for encrypted file to save).
* After successful encryption, format of encrypted file will change to .enc which is required to be uploaded by bidders.
* After encryption bidders are required to upload document as per the mandatory list mentioned in the envelope i.e. Technical / Commercial

Note: Bank and e-Procurement Technologies Limited shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-tender platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the event. Bidders are advised to ensure system availability and prepare their bid well before time to avoid last minute rush. Bidder can fix a call with support team members in case guidance is required by calling on below mentioned numbers.

Bidders need to take extra care while mentioning tender ID, entering incorrect ID will not allow Bank to decrypt document.

**Close for Bidding**

After the expiry of the cut- off time of Online Submission of Tender stage to be completed by the Bidders has lapsed, the Tender will be closed by the Tender Authority.

**Online Final Confirmation**

After submitting all the documents bidders need to click on “Final Submission” tab. System will give pop up ”You have successfully completed your submission” that assures submission completion.

**Short listing of Bidders for Financial Bidding Process**

The Tendering Authority will first open the Technical Bid documents of all Bidders and after scrutinizing these documents will shortlist the Bidders who are eligible for Financial Bidding Process. The short-listed Bidders will be intimated by email.

**Opening of the Financial Bids**

The Bidders may join online for tender Opening at the time of opening of Financial Bids. However, the results of the Financial Bids of all Bidders shall be available on the e-Tendering Portal after the completion of opening process.

**Tender Schedule (Key Dates)**

The Bidders are strictly advised to follow the Dates and Times as indicated in the Time Schedule in the detailed tender Notice for the Tender. All the online activities are time tracked and the electronic Tendering System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and time of the stage as defined in the Tender Schedule.

At the sole discretion of the tender Authority, the time schedule of the Tender stages may be extended.

# Integrity Pact

Each Participating bidder/s shall submit Integrity Pact as per attached Annexure- 9 duly stamped for ₹500. Integrity pact should be submitted by all participating bidders at the time of submission of bid documents or as per satisfaction of the Bank. The Non submission of Integrity Pact as per time schedule prescribed by Bank may be relevant ground of disqualification for participating in Bid process.

Bank has appointed Independent External Monitor (hereinafter referred to as IEM) for this pact, whose name and e-mail ID are as follows:

Sri Trivikram Nath Tiwari [mail: [trivikramnt@yahoo.co.in](mailto:trivikramnt@yahoo.co.in) ]

Sri Jagdip Narayan Singh [mail: [jagadipsingh@yahoo.com](mailto:jagadipsingh@yahoo.com)]

1. For any clarifications/issues, bidders are requested to contact with Bank’s personnel in the below mail-id before contacting with IEM.

[digitalmobile@centralbank.co.in](mailto:digitalmobile@centralbank.co.in)

[smitdlc@centralbank.co.in](mailto:smitdlc@centralbank.co.in)

[agmitdlc@centralbank.co.in](mailto:agmitdlc@centralbank.co.in)

1. IEM’s task shall be to review – independently and objectively, whether and to what extent the parties comply with the obligations under this pact
2. IEM shall not be subjected to instructions by the representatives of the parties and perform his functions neutrally and independently
3. Both the parities accept that the IEM has the right to access all the documents relating to the project/procurement, including minutes of meetings.

# Commercial Offers

Commercial Bids of only technically qualified Bidders shall be opened on the basis of technical proposal.

The Commercial Offer (CO) should be complete in all respect. It should contain only the price information as per Annexure-2.

* The commercial offer should be in compliance with Technical configuration / specifications as per Annexure-13.
* The price to be quoted for all individual items and it should be unit price in Indian rupees.
* In case there is a variation between numbers and words, the value mentioned in words would be considered. The Bidder is expected to quote unit price in Indian Rupees (without decimal places) for all components and services on a fixed price basis, as per the commercial Bid inclusive of all costs. GST (Goods and Services Taxes) shall be payable as per applicable structure laid down under GST Law. The Bank will not pay any other taxes, cost or charges. The price would be inclusive of all applicable taxes under the Indian law like customs duty, freight, forwarding, insurance, delivery, etc. but exclusive of only applicable GST, which shall be paid/ reimbursed on actual basis on production of bills with GSTIN. Any increase in GST will be paid in actuals by the Bank or any new tax introduced by the government will also be paid by the Bank. The entire benefits/ advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to Bank. The price quoted by the Bidder should not change due to exchange rate fluctuations, inflation, market conditions, and increase in custom duty. The Bank will not pay any out of pocket expense. The Selected Bidder will be entirely responsible for license fee, road permits, NMMC cess, LBT, Octroi, insurance etc. in connection with the delivery of products at site advised by the Bank including incidental services and commissioning. Payment of Octroi, entry-tax, etc., alone, if applicable, will be made at actuals, on production of suitable evidence of payment by the Bidder.
* The price is exclusive of taxes like Goods and Services Tax, which shall be paid as per actuals.
* The Manpower / Resource payment should be in accordance with minimum wages act and its subsequent amendments.

# Evaluation Process

The competitive bids shall be evaluated in three phases:

Stage 1 – Eligibility Criteria

Stage 2 – Technical Bid stage

Stage 3 – Commercial Bid

**Eligibility Bid**

Eligibility criterion for the Bidders to qualify this stage is clearly mentioned in Section 2 – Eligibility Criteria to this document. The Bidders who meet all these criteria would only qualify for the second stage of evaluation. The Bidder would also need to provide supporting documents for eligibility proof. All the credentials of the Bidder necessarily need to be relevant to the Indian market.

The decision of the Bank shall be final and binding on all the Bidders to this document. The bank may accept or reject an offer without assigning any reason whatsoever.

**Normalization of Bids**

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

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

**Technical Evaluation Criteria**

The technical evaluation criterion would broadly involve the following major areas:

1. Compliance to the Functional Requirements of the Digital Lending Platform
2. Compliance to the Technical Requirements of the Digital Lending Platform
3. Compliance to the Proposed Features list of the Digital Lending Platform
4. Technical Presentation by Bidder
5. Customer References supplied by Bidder

The commercial evaluation would cover

a) Compliance to the bill of materials as in Annexure 2: Commercial Bill of Material

b) The Bidder is expected to provide their “compliance‟ against each item stated in the Bill of material, this means that the Bidder confirms to the provisioning of the stated product / service and the terms of the RFP and subsequent addendums. Deviations to the Compliance requirements may lead to disqualification.

c) Bidder’s detailed work plan – Bidder to share Gantt chart in conformity with the stated timelines. The Bidder should also share the key profiles and the number of representatives (across OEMs as well) being deployed across the Implementation Phase

d) Presence of Bidder Service centers in Mumbai and Hyderabad.The Bidder must satisfy BOTH of the following two categories to qualify for commercial evaluation (Stage 3).

e) The bidder must comply to scope of the requirement as set out in the RFP and

f.)The Bidder must comply to all the line items in Annexure 2- Commercial Bill of Materials indicated by The Bank as “(Bidder shall provide their compliance here)” in column “Bidder compliance (Yes/No)” Bidders are required to comply with the requirements stated herein, if any Bidder’s response is found to be non-compliant, then The Bank at its discretion may reject the Bid. Hence only the Bidders who have achieved the set compliance will be considered for commercial bid evaluation.

**Commercial Evaluation Criteria**

Only those Bidders who have qualified after Stage 2 of Technical evaluation will be eligible for the further participation in the e-Procurement process. The total cost of ownership for the purpose of evaluation shall be calculated over the contract period of 7 years, (total cost of products & services).

Bank will award the contract to the successful Bidder whose bid has been determined as the Lowest Commercial bid (L1) through the e-Procurement process of this commercial evaluation. At the end of 7 years, the contract may be renegotiated as mutually agreed by both parties.

The Bidder shall not add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.

**Note:**  Tendering process need not be cancelled merely on the grounds that a single tender was received provided that the single bid received is evaluated to be substantially responsive and deemed fit for award. Bank reserves right to proceed and award the tender to single bidder in case only one bidder participates in the tender / qualifies in the technical bid evaluation. Bank can negotiate with such single bidder, if required.

# Evaluation & Acceptance

* All bids will be evaluated on the basis of technical competence and the price quoted. The Technical Evaluation and the Commercial Evaluation shall have the weightage of 70% and 30% respectively, and this weightage shall be taken into consideration for arriving at the Successful Bidder.

**Technical & Commercial Scoring**

* The commercial bid of only technically qualified bids shall be opened.
* The score(s) will be calculated for all technically qualified bidders using the formula:-
* H1 = (0.3 x ) (0.7 x )
* (Minimum Commercial Quote/Quoted Price) x 30% + (Technical Score/Highest Technical Score) x 70%
* Technical will carry 70% weightage and Commercial will carry weightage of 30%
* Highest scores so obtained using the above method shall be declared as successful bidders.
* The bidder with the Highest Combined Score (H1) shall be selected. In case of tie between two or more bidders for the Highest Total Combined Score, then the bidder with Highest Technical Score amongst such bidders shall be the successful bidder.
* During Technical Evaluation the score of the Bidders will not be shared
* Technical offers will be evaluated on the basis of compliance with eligibility criteria, technical specification, other terms & conditions stipulated in the RFP. Only those bidders who qualify in the technical evaluation would be considered for evaluating the commercial bid. Bank may, at its sole discretion, waive any non-conformity or deviations.
* In case, any of the successful bidder is unable to honour in full or part of the contract awarded, Bank shall, at its sole discretion, distribute this shortfall to the other successful bidder(s) equally or in any ratio decided by the Bank.
* Bank reserves the right to reject the bid offer under any of the following circumstances:
  + If the bid offer is incomplete and / or not accompanied by all stipulated documents.
  + If the bid offer is not in conformity with the terms and conditions stipulated in the RFP.
  + If there is a deviation in respect to the technical specifications of hardware items.
* The Bank shall be under no obligation to mandatorily accept the lowest or any other offer received and shall be entitled to reject any or all offers without assigning reasons

# General Terms

1. **Payment Terms**

Payment will be released by the Central office from where the purchase order is issued. All the Payment shall be made in INR only. Payment terms are as under:

The Bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. 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 the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the professional fees quoted by the bidder in the price bid against such activity / item.

The payment will be released as follows: **Payment for License and Implementation Cost:**

|  |  |  |
| --- | --- | --- |
| **S. No** | **Specifications** | **Payment Schedule** |
| **1 Enterprise License Cost for DLP platform** | Delivery of License and Installation | 50% |
| Go live of any two journeys in each segment. viz Retail, MSME & Agri as defined under Block 1 | 10% |
| Post go-live of any 15 journeys in Block 1 and 2 | 10% |
| Post go live of any 15 journeys across Block 1, 2 and 3 | 10% |
| Post go live of 15 journey across Block 1, 2 and 3 journeys | 10% |
| Post go live of balance journeys across segments | 10% |
| **2 Implementation of journeys** | Post go-live of any two journeys in each segment. viz Retail ,Agri, and MSME as defined under Block 1 | 20% |
| Next 15 journeys go live across Block 1 and 2 | 20% |
| Next 15 journeys go live across Block 1,2 and 3 | 20% |
| Next 15 journeys go live across segments  Block 1, 2 and 3 journeys | 20% |
| Go-live of balance journeys across segments | 20% |
| 3. | Onsite resource charges for /Facility | Payable by quarter in arrears |
| 4. | Management Training Cost | On completion of training as per RFP terms [excluding annual training which are part of regular deliverables] |
| 5. | Annual Technical Support (ATS) Charges | Payment on Quarterly basis in arrears |
| 6. | Cost of additional work on basis of man days | 100% on completion of work |
| 7. | Licences for OS, DB and Any other component | 30% on Delivery  60% on Installation and activation  10% on Go Live Date |

For the purpose of payments, the go-live of the first six journeys shall be considered as the Project Go Live Date.

For purposes of payment phases, the journeys listed out under Block 1, 2 and 3 in Functional Requirements is to be considered for arriving at the number of journeys completed. The successful bidder has to implement all remaining products under scope of Retail, Agri & MSME on DLP in STP and Assisted mode both.

The bidder will estimate and provide a list of the required hardware ,software licenses and databases required for the DLP solution through the contract period as per the format in Commercial Bid :Annexure 2 Bill of Material :

The bank will provide the hardware , software licenses and database as per the list shared. In the event any additional hardware ,software licenses, database is brought in by the bidder, the payment terms in point 8 will apply :

1. **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 & dedicated L2/L3 onsite development engineer will be payable quarterly in arrears.

1. **Warranty/ATS:**

The ATS cost, shall be paid quarterly in arrears from the 1st year onwards. In case of advance payment, then the bidder should submit a PBG for an equal amount of quarterly ATS amount.

The platform proposed as part of this RFP should be maintained with back-to-back support from the OEM on 24x7x365 basis by the Successful 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 Bank shall have the right to withhold any payment due to the successful bidder, in case of delays or defaults on the part of the successful bidder. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items/ activities as mentioned in functional specifications as part of technical bid is not taken up by the bank during the course of respective Phases, the successful bidder to provide the functionality at later point of time without any additional cost to the Bank.

All payments will be released within 30 days from the date of receipt of invoice subject to submission of proof of acceptance of the respective deliverables by concerned Bank officials and other related documents. Vendor has to submit the invoices, milestone sign-off & other documents required for release of payment.

1. **Change Requests / Enhancements in the Application:**

1. Any major and minor version upgrades for the proposed solution should be provided without any cost to the bank during the contract period. A minor version is a small incremental version / patching provided by the OEM of the implemented software and does not call for any additional module or licenses. It comes as per the product release plans of the OEM and to be covered under ATS.

1. Any implementation forming part of statutory/ regulatory changes as required under the directives of Government of India (GOI), Reserve Bank of India (RBI) etc. should be carried out without any cost to the Bank.

1. Any version upgrades for the proposed solution should be provided without any cost to the bank during the contract period.

Successful bidder has to extend ATS, onsite support and all other related services to the bank for the next 3 years (from year 8 to year 10) at Banks discretion at mutually agreed rates between the successful bidder and Bank, with a cost escalation of not more than 10% of the cost quoted for the contract period.

There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the bidder. Payment will be release by CO, as per above payment terms on submission of delivery challan and installation report.

The Bank will pay of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected bidder within 30 days from the date of receipt of the invoice. After the dispute is resolved. Bank shall make payment within 30 days from the date the dispute stands resolved.

The required documents to be provided along with original invoice. Original delivery Challans /UAT sign off / go live signoff/ DR Drill completion as per applicable milestone duly stamped and signed by the Bank Official.

The payments will be released on submission of invoice to DIT CBD- Belapur through NEFT / RTGS/account credit after deducting the applicable LD/Penalty, TDS if any. The Successful Bidder has to provide necessary Bank Details like Account No., Bank’s Name with Branch, IFSC Code, GSTIN, State Code, State Name, HSN Code etc.

1. **Fixed Price**

The commercial offer shall be on a fixed price basis, exclusive of all taxes and levies. No price variation relating to increases in customs duty, excise tax, dollar price variation etc. will be permitted. The bidder shall pay any other applicable Taxes being applicable after placement of order, during currency of the project only.

1. **Taxes**

The consolidated fees and charges required to be paid by the Bank against each of the specified components under this RFP shall be all-inclusive amount with currently (prevailing) applicable taxes. The bidder shall provide the details of the taxes applicable in the invoices raised on the Bank. Accordingly, the Bank shall deduct at source, all applicable taxes including TDS from the payments due/ payments to bidder. The applicable tax shall be paid by the bidder to the concerned authorities.

In case of any variation (upward or down ward) in Government levies / taxes / etc. up-to the date of providing services , the benefit or burden of the same shall be passed on or adjusted to the Bank. If the service provider makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly.

Goods and Services Taxes (GST) and its Compliance:-

1. Goods and Services Tax Law in India is a Comprehensive, multi-stage, destination-based tax that will be levied on every value addition. Bidder shall have to follow GST Law as per time being enforced along with certain mandatory feature mentioned hereunder
2. TDS (Tax Deducted on Source) is required to deduct as per applicable under GST Law on the payment made or credited to the supplier of taxable goods and services. It would enhance the tax base and would be compliance and self-maintaining tax law based on processes. The statutory compliances contained in the statutes include obtaining registration under the GST law by the existing assesses as well as new assesses, periodic payments of taxes and furnishing various statement return by all the registered taxable person.
3. It is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit (ITR) to the Bank by way of commensurate reduction in the prices under the GST Law.
4. If bidder as the case may be, is backlisted in the GST (Goods and Services Tax) portal or rating of a supplier falls below a mandatory level, as decided time to time may be relevant ground of cancellation of Contract.
5. Bank shall deduct tax at source, if any, as per the applicable law of the land time being enforced. The Service provider shall pay any other taxes separately or along with GST if any attributed by the Government Authorities including Municipal and Local bodies or any other authority authorized in this regard.

# Service Level Agreement

This section describes the service levels that has been established for the Services offered by Bidder to the Bank. Bidder shall monitor and maintain the stated service levels to provide quality customer service to the Bank.

The Vendor understands the largeness of this Project and that it would require tremendous commitment of financial and technical resources for the same, for the tenure of Contract under this RFP. The Vendor therefore agrees and undertake that an exit resulting due to expiry or termination of Contract under this RFP or for any reason whatsoever would be a slow process over a period of six (6) months, after the completion of the notice period, and only after completion of the Vendors obligations under a reverse transition mechanism. During this period of Reverse Transition, the Vendor shall continue to provide the Deliverables and the Services in accordance with the contract under this RFP and shall maintain the agreed Service levels. The Bank shall make payment for these services as per terms.

The Bank expects that the successful Vendor to adhere to the following minimum Service Levels:

1. Any fault/ issue/ defect failure intimated by Bank through any mode of communication like call/e-mail/fax etc. are to be acted upon, so as to adhere to the service levels. Business/ Service Downtime and Deterioration shall be the key considerations for determining “Penalties” that would be levied on the Successful Vendor.
2. The Vendor should have 24X7X365 days monitoring, escalation and resolution infrastructure.
3. Time bound problem addressing team (onsite) for the complete contract period.
4. Vendor to arrange for updation required in the system to meet the changes suggested by RBI/ Govt. of India/ regulatory authorities towards compliance as part of ATS at no extra cost to bank for the entire contract period. Any delay in meeting the timelines would result in penalty.

**SLA for Digital Lending Platform:**

Vendor will have to guarantee a minimum uptime of 99.9%, calculated on a monthly basis. Application (As a whole / any module of the application) availability will be 99.95 % on 24x7x365 days. The penalty will be calculated as per the details given below.

**Uptime percentage -** 100% less Downtime Percentage

**Downtime percentage -** Unavailable Time divided by Total Available Time, calculated on a monthly basis.

**Total Available Time –** 24 hrs per day for seven days a week excluding planned downtime

**Unavailable Time -** Time involved while the solution is inoperative or operates inconsistently or erratically.

|  |  |
| --- | --- |
| **Uptime Percentage** | **Penalty Details** |
| 100% =< A <= 99.95 % | No Penalty |
| 99.95% < A <= 99 % | 5% of cost of monthly billing |
| 99 % < A <=98% | 7% of cost of monthly billing |
| A < =97% | 10% of cost of monthly billing |
| **Below 97% -** Minimum 10% of cost of monthly billing & 1% for every incremental increase in 0.5% downtime | |

The payment terms are quarterly in arrears, however, penalty amount will be applied on the monthly amount payable based on SLA breach. If bifurcation of quarterly invoice is not providing, Bank will divide the quarterly billing amount in the uptime percentage would be calculated on monthly basis and the calculated amount would be adjusted from every subsequent quarter payment. The SLA charges will be subject to an overall cap of 10% of the Monthly billing and thereafter, Bank has the discretion to cancel the contract. If Vendor materially fails to meet an uptime of 99.50% for three (3) consecutive months, the Bank may have the right to terminate the contract. In case if there is no pending invoices to be paid by the Bank to the vendor, the vendor has to submit a pay order / cheque payable at Navi Mumbai in favour of Bank for the same within 15 days from the notice period from the Bank.

**Availability Service Level Default**

1. Availability Service Level will be measured on a monthly basis.
2. A Service Level Default will occur when the vendor fails to meet Minimum uptime (99.95 %), as measured on a monthly basis.

Bidder shall determine the severity levels based on the criteria mentioned below:

|  |  |  |
| --- | --- | --- |
| Severity Level | Number of users impacted | Effective Downtime |
| Severity 1 | Issues which prevent the Digital Lending Platform from being used at all, degrade critical functionalities and no workaround exists, or disrupt performance of the platform for all or majority of users | 100% |
| Severity 2 | Issues which cause significant loss of functionality or performance of the Digital Lending Platform, or degrade functionalities for majority of users while a workaround may exist | 90% |
| Severity 3 | Issues related to moderate loss of non-critical functionality or performance of the Digital Lending Platform, failure of minor features etc | 80% |
| Severity 4 | Issues related to low impact functionality of the Digital Lending Platform or informational requests | 20% |

SLA Penalty Calculation:

E.g. - There is an incident which occurs under the Severity Level 2 for which the downtime is for 5 hours in a month. Therefore, the effective downtime for the month would be:

5 hours x 90% = 4.5 hours

Therefore, the downtime of 4.5 hours would be considered due to this incident while computing the availability of the application.

Bidder is required to provide evidences for ascertaining Severity Levels in absence of which Severity level for the incident would be considered as 1 for the purpose of penalty calculation

**SLA for Onsite Support Facility Management**

Bidder will have to guarantee a minimum uptime of 99% per resource (i.e. attendance of each of the resources), calculated on a monthly basis.

Uptime percentage will be calculated as (100% less Person non attendance Percentage) Person non attendance percentage will be calculated as (Unavailable Time divided by Total Available Time), calculated on a monthly basis. Total Available Time is 8 hrs per day per person for a week.

The uptime percentage would be calculated on monthly basis and the calculated amount would be adjusted from every subsequent quarter payment. The yearly SLA charges will be subject to an overall cap of 10% of the Yearly Resource cost and thereafter, the contract may be cancelled. In case if there are no pending invoices to be paid by the Bank to the bidder, the bidder has to submit a pay order / cheque payable at Mumbai in favour of Central Bank of India for the same within 15 days from the notice period from the Bank.

**Availability Service Level Default for Facility Management**

Bidder will have to guarantee a minimum attendance of 99 % per resource (i.e. attendance of each of the resources), calculated on a monthly basis. Attendance percentage will be calculated as (100% less Person non-attendance Percentage) Person non-attendance percentage will be calculated as (Unavailable Time divided by Total Available Time), calculated on a monthly basis.

The attendance percentage would be calculated on monthly basis and the calculated amount would be adjusted from every subsequent quarter payment. The yearly SLA charges will be subject to an overall cap of 10% of the Yearly Resource cost and thereafter, the contract may be cancelled. In case if there are no pending invoices to be paid by the Bank to the bidder, the bidder has to submit a pay order / cheque payable at Navi Mumbai in favour of Central Bank of India for the same within 15 days from the notice period from the Bank.

1. Availability Service Level will be measured on a monthly basis.
2. A Service Level Default will occur when the Service Provider fails to meet Minimum uptime (99%), as measured on a monthly basis.

In case any resource is not available continuously for more than 4 hours a day (Under normal circumstances) Or 1 day in case of unplanned / emergency leave of any resource then the Bidder should immediately provide the Bank with an equivalent standby resource for that resource.

If Bidder fails to meet the uptime guarantee in any month then the Bidder will have to pay the following compensation adjusted with every subsequent quarter payment:

(Minimum attendance Percentage – attendance Percentage) x Current Years Monthly Contract value

Service Levels during implementation phase

1. The Bidder is expected to complete the responsibilities that have been assigned as per the implementation timelines mentioned in Section - Project timelines.

Penalty would be levied for delivery, installation, and implementation delays for Digital Lending Platform solution and shall be a maximum of 20% of the total cost of that solution from the finalized bidder for the bank. The bidder is required to adhere to the Service Level Agreements as mentioned below for the operations phase.

After acceptance of respective solutions by the Bank:

**System Availability**

System availability is defined as {(Scheduled operation time – system downtime)/ (scheduled operation time)}\*100%.

Where:

1. Scheduled operation time means the scheduled operating hours of the System for the month. All planned downtime on the system would be deducted from the total operation time for the month to give the scheduled operation time.
2. System downtime subject to the SLA, means accumulated time during which the System is not available to the Bank‘s users or customers due to in-scope system or infrastructure failure, and measured from the time the Bank and / or its customers log a call with the Bidder’s help desk of the failure or the failure is known to Bidder from the availability measurement tools to the time when the System is returned to proper operation.
3. Critical and Key infrastructure of Data Centre, Disaster Recovery Centre and Near Site will be supported on 24x7x365 days basis.
4. Downtime shall commence when the respective hardware and or its associated software fails.
5. Uptime will be computed based on service availability of the in-scope components. Also, non-compliance with performance parameters for business and system / service degradation will be considered for downtime calculation.
6. Response may be telephonic or onsite. In case the issue cannot be resolved telephonically, Bidder (as per the criticality and nature of the issue) will provide onsite assistance at respective locations (DC, DRC and Near Site) within response resolution window.
7. If any one or more of the components defined in ―Critical at the Data Centre, Disaster Recovery Facility and Near Site are down resulting in non-availability of Solution, then affected services / components listed in the ―Critical availability measurements table shall be considered for calculating the system downtime.
8. The Data Replication between the DC and Near Site should be storage to storage based Oracle Log replication and adopted technique for DC and DRC is currently on Oracle Data Guard based replication.
9. Service Levels will be complied with irrespective of the customizations that would undergo during the tenure of the Contract.
10. Typical Resolution time will be applicable if services are not available to the Bank‘s users and customers and there is a denial of agreed services.
11. The bidder to provide warranty & AMC support on all days (24X7X365 days) for period of contract
12. Bank has defined in-scope services and corresponding SLAs as under, Bank shall evaluate the performance of the Bidder on these SLAs compliance as per the periodicity defined.
13. The Successful Bidder shall provide, reports to verify the Successful Bidder’s performance and compliance with the SLAs. Automated data capturing and reporting mechanism will be used for SLA reporting. The bank will leverage existing/future EMS tools to monitor and manage the Solution/IT Infrastructure.
14. If the level of performance of Successful Bidder for a particular metric fails to meet the minimum service level for that metric, it will be considered as a Service Level Default.
15. Overall cap for penalties over the tenure of the contract will be 10% (ten percent) of the contract value.
16. Penalties if any, as defined by SLAs, shall be adjusted in the payment of a quarter. Balance penalties, if any shall be levied in the payment for the subsequent quarter.
17. The Bidder to provide Support contract backline to OEM for the complete duration of contract period. Letter to be provided by OEM for the backline proof, prior to release of payment.
18. Bidder agrees to ensure that all the items / products used for delivering services to the Bank including all components are new and are using state of the art technology. Bidder shall provide such proof of the new equipment (e.g. Copy of invoice etc.) to the Bank. In case of software supplied with the system, Successful Bidder shall ensure that the same is licensed and legally obtained in the name of end customer i.e., Bank with valid documentation made available to the Bank.

**Note:** All service level penalties will be reconciled at the end of every quarter.

**Service Level Default**

Service Levels will be measured on a monthly basis. The Bidder’s performance to Service Levels will be assessed against Minimum Expected Service Level requirements for each criteria mentioned in the Availability measurement table.

An Availability Service Level Default will occur when:

The Bidder fails to meet Minimum Service Levels, as measured on a monthly basis, for a particular Service Level.

Service Levels will include Availability measurements and Performance parameters

1. Service Levels will include Availability measurements and Performance parameters.
2. Bidder will provide Availability Report on monthly basis and a review shall be conducted based on this report. A monthly report shall be provided to the Bank at the end of every month containing the summary of all incidents reported and associated Bidder performance measurement for that period.
3. Performance measurements would be accessed through reports, as appropriate to be provided by Bidder e.g. utilization reports, response time measurements reports, etc.
4. Cost Reference that is mentioned is billing value for the defaulted period & defaulted component for which SLA will be calculated.

**Liquidated damages for SLA Default**

The Bank will consider the inability of the bidder to deliver or install the equipment within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the bidder. The liquidation damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to delivery, installation, Operationalization, implementation, training, acceptance, warranty, maintenance etc. of the entire scope of the tender) by the bidder.

Installation will be treated as incomplete in one/all of the following situations:

Non-delivery of any component or other services mentioned in the order Non-delivery of supporting documentation.

If the bidder fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1% of the of the order value of the product and or services cost per week or part thereof until actual delivery or performance, (above 3 days will be treated as a week); and the maximum deduction is 20% of the contract value. Once the maximum is reached, the Bank may consider termination of the contract and other penal measure will be taken like forfeiture of EMD, Foreclosure of BG etc.

In case of temporary substitute equipment installation, the temporary substitute equipment should be replaced by the original equipment duly repaired or replaced with similar equipment of same capacity or higher capacity, failing which a penalty of 0.5% per day of the item cost will be imposed for the number of days the device is down subject to a maximum of 10% of the equipment cost.

The amount of penalty will be recovered from the successful bidder from payments due to them. In case, no payments are due, the successful bidder has to remit the same within 15 days of claim from the Bank failing which the Bank shall be at liberty to invoke Bank Guarantees provided for during warranty period by the successful bidder. However, if the Digital Lending Platform application is down due to the reasons attributable to the Bank, the successful bidder has to submit proof for the same for not levying the penalty.

**Availability Service Credit Computation**

In the event of an Availability Service Level Default, the Bidder shall pay the Bank an Availability Service Credit that will be computed in accordance with the following formula:

Monthly Service Level Default = Minimum Service Level – Monthly Actual Service Level

Availability Service Credit = Quarterly Service level default X (Summation of Cost References)

In the event that an Availability Service Level Default has occurred for more than one service level requirement, the sum of the corresponding Availability Service Credits shall be credited to the Bank. Bidder shall review with the Bank, on a monthly basis from the start of Contract Execution, any entitlement of the Bank to an Availability Service Credit.

The total amount of Availability Service Credit that Bidder is obligated to pay the Bank shall be reflected on the invoice provided to the Bank in the quarter after the quarter in which the Service Levels were assessed. The Bank shall be entitled to deduct the Availability Service Credit amount from the amounts payable by the Bank to the Bidder as per the invoice.

**Example 1**

Assume for a particular service level requirement (e.g.: Availability of Key Business Infrastructure Elements), the minimum service level is 99.5% During a Service Assessment period; the service level achieved is 96.5%:

Digital Lending Platform software~ Rs. 10 crores

Software and its licenses ~ Rs. 2 crores

Annual Maintenance Charges and Annual Technical Support ~ Rs. 5 crores

Total Cost of Product and Services billing value for the defaulted period & defaulted deliverable ~ Rs. 17 crores

The Availability Service Credit due to the Bank would be computed as follows:

Minimum Service Level

Monthly Service Level Default = M1 = 99.5 - 96.5 = 3

Availability Service Credit for M1 = 3% \* (10 crores+ 2 crores+ 5 crores) = Rs.51,00,000

Bidder has to note that the total cost of products and services is exclusive of taxes for the purpose of computation of the service level and service credit.

**Service Levels during Post implementation phase**

The Bidder is expected to complete the new changes / functionalities / responsibilities that have been assigned as per the agreed Change order timelines, for new deliverables

Penalty would be levied for implementation delays for new requirement and shall be a maximum of 50% of the total cost of that change solution finalized between the bank and vendor .

If the bidder fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1% of the of the order value of the product and or services cost per week or part thereof until actual delivery or performance, (above 3 days will be treated as a week); and the maximum deduction is 50% of the contract value. Once the maximum is reached, the Bank may consider termination of the contract and other penal measure will be taken like forfeiture of EMD, Foreclosure of BG etc.

**Tables of Incident Matrix**

|  |  |
| --- | --- |
| **Incident to be reported within (if unresolved)** | **Escalation Hierarchy** |
| 15 min | Senior Manager-IT of the Bank |
| 1 hour | Chief Manager –IT |
| 2 hours | Assistant General Manager (IT) / Deputy General Manager (IT) |
| > 4 hours | General Manager (IT) |

# Order Cancellation

Bank reserves its right to cancel the order in the event of one or more of the following situations:

12.1 Delay in delivery beyond the specified period for delivery.

12.2. Serious discrepancy in hardware noticed during the pre-dispatch factory inspection or during Installation.

12.3 In addition to the cancellation of purchase order, Bank reserves the right to appropriate the damages by foreclosing the bank guarantee given by the supplier against the advance payment.

# Indemnity

The Bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorney’s fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

* 1. Bank’s authorized / bonafide use of the Deliverables and/or the Services provided by Bidder under this RFP or any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or
  2. Relating to or resulting directly from infringement of any third party patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project.
  3. An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RFP or, any or all terms and conditions stipulated in the SLA (Service level Agreement) or Purchase Order (PO) and/or
  4. Claims made by employees or subcontractors or subcontractors’ employees, who are deployed by the Bidder, against the Bank and/or
  5. Breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP or; any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or
  6. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights and/or
  7. Breach of confidentiality obligations of the Bidder contained in this RFP or; any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or
  8. Negligence or gross misconduct attributable to the Bidder or its employees, agent or sub-contractors

The Bidder shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property issued or registered in India, provided however,

(i) The Bank notifies the Bidder in writing immediately on aware of such claim,

(ii) The Bidder has sole control of defense and all related settlement negotiations,

(iii) The Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above, and

(iv) The Bank does not make any statement or comments or representations about the claim without prior written consent of the Bidder, except under due process of law or order of the court. It is clarified that the Bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank’s (and/or its customers, users and Bidders) rights, interest and reputation.

* 1. The Bidder shall compensate the Bank for direct financial loss suffered by the Bank, if the Bidder fails to fix bugs, provide the Modifications / Enhancements / Customization as required by the Bank as per the terms and conditions of this RFP and to meet the Service Levels as per satisfaction of the Bank.
  2. Additionally, the Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, suffered by bank due to the following reasons:
  3. that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trademark in any country where the Deliverables and Services are used, sold or received; and/or The Bidder shall indemnify the Bank in case of any mismatch of ITC (Input Tax Credit) in the GSTR 2A, where the Bank does not opt for retention of GST component on supplies.
  4. all claims, losses, costs, damages, expenses, action, suits and other proceedings resulting from infringement of any patent, trade-marks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act,1957 or Information Technology Act, 2000 or any Law, rules, regulation, bylaws, notification time being enforced in respect of all the Hardware, Software and network equipment or other systems supplied by them to the Bank from whatsoever source, provided the Bank notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim however:
  5. The Bidder has sole control of the defense and all related settlement negotiations.
  6. The Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and bidder is aware of the rights to make any statements or comments or representations about the claim by Bank or any regulatory authority. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect and incidental damages and compensations.
  7. Any loss suffered by bank due to non-functioning / malfunction of Digital Lending Platform such as system is getting hanged, technical glitch etc. leading to financial loss to the Bank, losses will be recovered from Bidder/ vendor. Any such loss to the Bank due to improper working of Digital Lending Platform, Bidder /vendor will have to make good of such losses. This will be treated separate from penalty.

Bidder shall have no obligations with respect to any Infringement Claims to the extent that the Infringement Claim arises or results from:

(i) Bidder’s compliance with Bank’s specific technical designs or instructions (except where Bidder knew or should have known that such compliance was likely to result in an Infringement Claim and Bidder did not inform Bank of the same);

(ii) Inclusion in a Deliverable of any content or other materials provided by Bank and the infringement relates to or arises from such Bank materials or provided material;

(iii) Modification of a Deliverable after delivery by Bidder to Bank if such modification was not made by or on behalf of the Bidder;

(iv) operation or use of some or all of the Deliverable in combination with products, information, specification, instructions, data, materials not provided by Bidder; or

(v) use of the Deliverables for any purposes for which the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided under the applicable Statement of Work by the Bidder; or

(vi) Use of a superseded release of some or all of the Deliverables or Bank’s failure to use any modification of the Deliverable furnished under this Agreement including, but not limited to, corrections, fixes, or enhancements made available by the Bidder.

* 1. In the event that Bank is enjoined or otherwise prohibited, or is reasonably likely to be enjoined or otherwise prohibited, from using any Deliverable as a result of or in connection with any claim for which Bidder is required to indemnify Bank under this section according to a final decision of the courts or in the view of Bidder, Bidder, may at its own expense and option:

(i) Procure for Bank the right to continue using such Deliverable;

(ii) Modify the Deliverable so that it becomes non-infringing without materially altering its capacity or performance;

(iii) Replace the Deliverable with work product that is equal in capacity and performance but is non-infringing; or

(iv) If such measures do not achieve the desired result and if the infringement is established by a final decision of the courts or a judicial or extrajudicial settlement, the Bidder shall refund the Bank the fees effectively paid for that Deliverable by the Bank subject to depreciation for the period of Use, on a straight line depreciation over a 5 year period basis. The foregoing provides for the entire liability of the Bidder and the exclusive remedy of the Bank in matters related to infringement of third party intellectual property rights.

* 1. The Bank warrants that all software, information, data, materials and other assistance provided by it under this Agreement shall not infringe any intellectual property rights of third parties, and agrees that it shall at all times indemnify and hold Bidder harmless from any loss, claim, damages, costs, expenses, including Attorney’s fees, which may be incurred as a result of any action or claim that may be made or initiated against it by any third parties alleging infringement of their rights.

# Confidentiality & Non-Disclosure

* 1. The bidder is bound by this agreement for not disclosing the Banks data and other information. Resources working in the premises of the Bank are liable to follow the rules and regulations of the Bank.
  2. The document contains information confidential and proprietary to the Bank. Additionally, the bidder will be exposed by virtue of the contracted activities to the internal business and operational information of the Bank, affiliates, and/or business partners, disclosure of receipt of this tender or any part of the aforementioned information to parties not directly involved in providing the requested services could result in the disqualification of the bidders, premature termination of the contract, or legal action against the bidder for breach of trust.
  3. No news release, public announcement or any other reference to the order, relating to the contracted work if allotted with the assignment or any program hereunder shall be made without written consent from the Bank.
  4. As the bidder providing support services for multiple Banks, the bidder at all times should take care to build strong safeguards so that there is no mixing together of information/ documents, records and assets is happening by any chance.
  5. The bidder should undertake to maintain confidentiality of the Banks information even after the termination / expiry of the contracts.
  6. The Non-Disclosure Agreement (NDA) should be entered in to between the Bank and the successful bidder within a period of 21 days from, the date of acceptance of purchase order.

**Guarantee on Software License**

* 1. The bidder shall guarantee that the software supplied under this contract to the Bank is licensed and legally obtained. Software supplied should not have any embedded malicious and virus programs.

# Force Majeure

The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the parties, as a result of force majeure. For the purpose of this clause, “Force Majeure” shall mean an event beyond the control of the parties, including but not limited to, due to or as a result of or caused by acts of God, wars, epidemic/pandemic, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation.

In the event of any such intervening Force Majeure, each party shall notify the other party in writing of such circumstances and the cause thereof immediately within seven business days. Unless otherwise directed by the other party, the party pleading Force Majeure shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months due to force majeure situation, the parties shall hold consultations with each other in an endeavour to find a solution to the problem. However bidder shall be entitled to receive payments for all services actually rendered upto the date of termination of date of agreement. The financial constraints by way of increased cost to perform the obligations shall not be treated as a force majeure situation if the obligations can otherwise be performed.

# Resolution of Disputes

The Bank and the bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, the Bank and the Bidder have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract shall be referred to a sole arbitrator to be appointed mutually by the parties and in case of failure to appoint a sole arbitrator within 15 days from the raising of dispute the same shall be referred to the Arbitration Tribunal: one Arbitrator to be nominated by the Bank and the other to be nominated by the Bidder and the Presiding Arbitrator shall be appointed by the two Arbitrators appointed by the parties.

The decision of the Arbitration Tribunal shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 shall apply to the arbitration proceedings and the venue of the arbitration shall be Mumbai. The Language of Arbitration will be English. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, bidder will continue to perform its contractual obligations and the Bank will continue to pay for all products and services that are accepted by it, provided that all products and services are serving as per the agreed scope between the parties.

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

This RFP shall be governed and construed in accordance with the laws of India. The courts of Mumbai alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP.

# Format of the Letter of undertaking of Authenticity to be submitted by the Bidder

The successful bidder has to submit the letter of undertaking of Authenticity and Undertaking at the time of acceptance of the letter of intent. The undertaking from OEMs needs to be provided to the Bank for the activities owned by them in coordination with the bidder as per the details mentioned in the document along with the pricing. The format for the same is as below.

“We undertake that all the components/parts/software used in the supplied devices shall be original, new components/ parts/ software only, from respective OEM/OSDs of the products and that no refurbished/ duplicate/ second hand components/ parts/ software are being used or shall be used.

We also undertake that in respect of licensed operating system, if asked for by you in the Purchase Order, the same shall be supplied along with the authorized license certificate and also that it shall be sourced from the authorized source.

We hereby undertake to produce the certificate from our OEM/OSD supplier in support of above undertaking at the time of implementation. It will be our responsibility to produce such letters from our OEM/OSD suppliers at the time of release of PO or within a reasonable time. In case of default and we are unable to comply with the above at the time of delivery or during installation, for the software items already billed, we agree to take back the software/items without demur, if already supplied and return the money, if any paid to us by you in this regard”.

# Independent Contractor

Nothing herein contained will be construed to imply a joint venture, partnership, principal agent relationship or co-employment or joint employment between the Bank and Bidder. Bidder, in furnishing services to the Bank hereunder, is acting only as an independent contractor. Bidder does not undertake by this Agreement or otherwise to perform any obligation of the Bank, whether regulatory or contractual, or to assume any responsibility for the Bank’s business or operations. The parties agree that, to the fullest extent permitted by applicable law; Bidder has not, and is not, assuming any duty or obligation that the Bank may owe to its customers or any other person. The bidder shall follow all the rules, regulations statutes and local laws and shall not commit breach of any such applicable laws, regulations etc. In respect of sub-contracts, as applicable – If required by the Bidders, should provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that notwithstanding the use of sub-contractors by the Bidder, the Bidder shall be solely responsible for performance of all obligations under the SLA/NDA (Non-Disclosure Agreement) irrespective of the failure or inability of the subcontractor chosen by the Bidder to perform its obligations. The Bidder shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits including labour laws for its employees and sub-contractors or as the case may be. Bidder should take bank’s prior written permission before subcontracting/ resource outsourcing of any work related to the performance of this RFP or as the case may be, which permission shall not be unreasonably withheld by the Bank. The bidder should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for this project are completed and is available for scrutiny by the Bank.

# Assignment

Bank may assign the Project and the solution and services provided therein by Bidder in whole or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. The Bank shall have the right to assign such portion of the facilities management services to any of the Contractor/sub-contractor, at its sole option, upon the occurrence of the following: (i) Bidder refuses to perform; (ii) Bidder is unable to perform; (iii) termination of the contract with Bidder for any reason whatsoever;(iv) expiry of the contract. Such right shall be without prejudice to the rights and remedies, which the Bank may have against Bidder. Bidder shall ensure that the said sub-contractors shall agree to provide such services to the Bank at no less favourable terms than that provided by Bidder and shall include appropriate wordings to this effect in the agreement entered into by Bidder with such sub-contractors. The assignment envisaged in this scenario is only in certain extreme events such as refusal or inability of Bidder to perform or termination/expiry of the contract/project.

# Execution of Contract, SLA & NDA

The bidder and Bank should execute

1. Contract, which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank and
2. Non-disclosure Agreement.
3. The bidder should execute the contract, SLA and NDA within 21 days from the date of acceptance of the Purchase Order.

# Bidder’s Liability

The Bidders aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals and limited to the value of the contract. The Bidders liability in case of claims against the Bank resulting from misconduct or gross negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights(if any) or breach of confidentiality obligations shall be unlimited. In no event shall the Bank be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this tender and subsequent agreement or services provided. The bidder should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for execution of this contract are completed and is available for scrutiny by the Bank.

# Information Ownership

All information transmitted by successful Bidder belongs to the Bank. The Bidder does not acquire implicit access rights to the information or rights to redistribute the information unless and until written approval sought in this regard. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately, which is proved to have caused due to reasons solely attributable to bidder. Any information considered sensitive by the bank must be protected by the successful Bidder from unauthorized disclosure, modification or access. The bank’s decision will be final if any unauthorized disclosure have encountered. Types of sensitive information that will be found on Bank system’s which the Bidder plans to support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc. The successful Bidder shall not publish or disclose in any manner, without the Bank’s prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any of the Bank location. The Bidder will have to also ensure that all sub-contractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank’s prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location.

# Inspection, Audit, Review, Monitoring & Visitations

All OEM/Bidder records with respect to any matters / issues covered under the scope of this RFP/project shall be made available to the Bank at any time during normal business hours, not more than 4 audits per year, to audit, examine, and make excerpts or transcripts of all relevant data. Such records are subject to examination. The cost of such audit will be borne by the Bank. Bidder shall permit audit by internal/external auditors of the Bank or RBI to assess the adequacy of risk management practices adopted in overseeing and managing the outsourced activity/arrangement made by the Bank. Bank shall undertake a periodic review of service provider/BIDDER outsourced process to identify new outsourcing risks as they arise. The BIDDER shall be subject to risk management and security and privacy policies that meet the Bank’s standard. In case the BIDDER outsourced to third party, there must be proper Agreement / purchase order with concerned third party. The Bank shall have right to intervene with appropriate measure to meet the Bank’s legal and regulatory obligations. Access to books and records/Audit and Inspection would include:-

1. Ensure that the Bank has the ability to access all books, records and information relevant to the outsourced activity available with the BIDDER. For technology outsourcing, requisite audit trails and logs for administrative activities should be retained and accessible to the Bank based on approved request.
2. Provide the Bank with right to conduct audits on the BIDDER whether by its internal or external auditors, or by external specialist appointed to act on its behalf and to obtain copies of any audit or review reports and finding made on the service provider in conjunction with the services performed for the bank.
3. Include clause to allow the reserve bank of India or persons authorized by it to access the bank’s documents: records of transactions, and other necessary information given to you, stored or processed by the BIDDER within a reasonable time. This includes information maintained in paper and electronic formats.
4. Recognized the right of the reserve bank to cause an inspection to be made of a service provider of the bank and its books and account by one or more of its officers or employees or other persons. Banks shall at least on an annual basis, review the financial and operational condition of the BIDDER. Bank shall also periodically commission independent audit and expert assessment on the security and controlled environment of the BIDDER. Such assessment and reports on the BIDDER may be performed and prepared by Bank’s internal or external auditors, or by agents appointed by the Bank.

v) Any such audit shall be conducted expeditiously, efficiently, and at reasonable business hours after giving due notice to the Bidder which shall not be less than 10 days. The Bank shall not have access to the proprietary data of, or relating to, any other customer of Bidder, or a third party or Bidder’s cost, profit, discount and pricing data. The audit shall not be permitted if it interferes with Bidder’s ability to perform the services in accordance with the service levels, unless the Bank relieves Bidder from meeting the applicable service levels. The audit shall not be performed by any competitor of the Bidder. The auditor including regulatory auditor shall sign the confidentiality undertaking with the Bidder before conducting such audit.

**Monitoring**

Compliance with Information security best practices may be monitored by periodic Information security audits performed by or on behalf of the Bank and by the RBI. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited only to Digital Lending Platform, but a review of: access and authorization procedures, physical security controls, backup and recovery procedures, network security controls and program change controls. To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Service Provider shall afford the Bank’s representatives access to the Bidder’s facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Bidder must provide the Bank access to various monitoring and performance measurement systems (both manual and automated). The Bank has the right to get the monitoring and performance measurement systems (both manual and automated) audited by prior notice to the Bidder.

**Visitations**

The Bank shall be entitled to, either by itself or its authorized representative, visit any of the Bidder’s premises by prior notice to ensure that data provided by the Bank is not misused.

The Bidder shall cooperate with the authorized representative(s) of the Bank and shall provide all information/ documents required by the Bank.

# Information Security

System should have standard input, communication, processing and output validations and controls. System hardening should be done by bidder. Access controls at DB, OS, and Application levels should be ensured. Bidder should comply with the Information Security Policy of the Bank. The Product offered should comply with regulator’s guidelines. The bidder shall disclose security breaches if any to the Bank, without any delay.

# Intellectual Property Rights

The Bidder claims and represents that it has obtained appropriate rights to provide the Deliverables upon the terms and conditions contained in this RFP. The Bank agrees and acknowledges that same as expressly provided in this RFP, all Intellectual Property Rights in relation to the Hardware, Software and Documentation and any adaptations, translations and derivative works thereof whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the Bidder during, in connection with or in relation to fulfilling its obligations under this RFP belong to and shall remain a property of the Bidder or its licensor. During the Term of this Project and, if applicable, during the Reverse Transition Period, Bank grants Bidder a right to use at no cost or charge the Hardware and Software licensed to the Bank, solely for the purpose of providing the Services. The Bidder shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Hardware and Software used by Bidder in performing its obligations under this Project. If a third party’s claim endangers or disrupts the Bank’s use of the Hardware and Software, the Bidder shall at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the Software in accordance with the terms of this tender and subsequent Agreement and the license agreement; or (ii) modify the Software without affecting the functionality of the Software in any manner so as to avoid the infringement; or (iii) replace the Software with a compatible, functionally equivalent and non-infringing product. All third party Hardware/software / service/s provided by the bidder in the scope of the RFP will be the responsibility of the bidder if any discrepancy or infringement is encountered. The Bank shall not be held liable for and is absolved of any responsibility or claim/Litigation or penal liability arising out of the use of any third party software or modules supplied by the Bidder as part of this Project.

**Bidder’s Proprietary Software and Pre-Existing IP:-** Bank acknowledges and agrees that this is a professional services agreement and this agreement is not intended to be used for licensing of any Bidder ’s proprietary software or tools. If Bidder and Bank mutually agree that the Bidder provides to Bank any proprietary software or tools of Bidder or of a third party, the parties shall negotiate and set forth the applicable terms and conditions in a separate license agreement and the provisions of this Clause shall not apply to any deliverables related to customization or implementation of any such proprietary software or products of Bidder or of a third party. Further, Bank acknowledges that in performing Services under this Agreement Bidder may use Bidder ’s proprietary materials including without limitation any software (or any part or component thereof), tools, methodology, processes, ideas, know-how and technology that are or were developed or owned by Bidder prior to or independent of the Services performed hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the Services hereunder, (“Bidder Pre-Existing IP”). Notwithstanding anything to the contrary contained in this Agreement, Bidder shall continue to retain all the ownership, the rights title and interests to all Bidder Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting Bidder from using Bidder Pre-Existing IP in any manner. To the extent that any Bidder Pre-Existing IP or a portion thereof is incorporated or contained in a deliverable under this Agreement, Bidder hereby grants to Bank a non-exclusive, perpetual, royalty free, fully paid up, irrevocable license, with the right to sublicense through multiple tiers, to use, copy, install, perform, display, modify and create derivative works of any such Bidder Pre-Existing IP in connection with the deliverables and only as part of the Deliverables in which they are incorporated or embedded. The foregoing license does not authorizes Bank to (a) separate Bidder Pre-Existing IP from the deliverable in which they are incorporated for creating a stand-alone product for marketing to others; (b) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the Bidder Pre-Existing IP in favour of any person (either for commercial consideration or not (including by way of transmission), and/or (c) except as specifically and to the extent permitted by the Bidder in the relevant Statement of Work, reverse compile or in any other way arrive at or attempt to arrive at the source code of the Bidder Pre-Existing IP.

Residuary Rights. Each Party shall be entitled to use in the normal course of its business and in providing same or similar services or development of similar deliverables for its other clients, the general knowledge and experience gained and retained in the unaided human memory of its personnel in the performance of this Agreement and Statement of Work(s) hereunder. For the purposes of clarity the Bidder shall be free to provide any services or design any deliverable(s) that perform functions same or similar to the deliverables being provided hereunder for the Client, for any other customer of the Bidder (including without limitation any affiliate, competitor or potential competitor of the Bank. Nothing contained in this Clause shall relieve either party of its confidentiality obligations with respect to the proprietary and confidential information or material of the other party

# Termination

**Termination for Default**

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

a. if the Successful Bidder fails to deliver any or all of the deliverables / milestones within the period(s) specified in the Contract, or within any extension thereof granted by the Bank provided the failure is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure; or;

b. If the Successful Bidder fails to perform any other material obligation(s) under the contract provided the failure is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure.

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

Prior to providing a written notice of termination to the Selected Bidder, Bank shall provide the selected bidder with a written notice of 30 days to cure any breach of the Contract. The decision to terminate the contract shall be taken only if the breach continues or remains unrectified, for reasons within the control of Bidder, even after the expiry of the cure period.

Bidder shall also have the right to terminate the agreement if the Bank commits a breach of the terms and conditions of the agreement and, where such breach is curable, fails to cure the same within 15 days provided for curing such breach.

In case the contract is terminated then all undisputed payment for the services delivered till the date of termination will be given to vendor, but disputed payment shall be discussed and will be paid once the dispute is resolved.

**Termination for Insolvency**

If either party becomes bankrupt or insolvent, has a receiving order issued against it, with its creditors, or, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if either party takes or suffers any other analogous action in consequence of debt; then other party plans to, at any time, terminate the contract by giving written notice of 60 days to the party becoming bankrupt etc. If the contract is terminated by either party in terms of this Clause, Bank shall be liable to make payment of the entire amount due under the contract for which services have been rendered by the Selected Bidder.

**Termination- Key Terms & Conditions**

Either Party reserves the right to terminate the agreement with the other party at any time by giving 30 (thirty) days prior written notice to the other party.

Either Party shall also be entitled to terminate the agreement at any time by giving notice if the other party.

1. has a winding up order made against it; or
2. has a receiver appointed over all or substantial assets; or
3. is or becomes unable to pay its debts as they become due; or
4. enters into any arrangement or composition with or for the benefit of its creditors; or
5. Passes a resolution for its voluntary winding up or dissolution or if it is dissolved.

**Exit Option & Contract Re-Negotiation**

The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

* Failure of the successful bidder to accept the contract and furnish the Performance Guarantee within 21 days of receipt of purchase contract
* Substantial delay in delivery, performance or implementation of the solution beyond the specified period.
* Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of The Bank. Inability of the Bidder to remedy the situation within 60 days from the date of pointing out the defects by The Bank. (60 days will be construed as the notice period)

In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Bidder.

Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder will be expected to continue to provide services to the Bank as per the contract. Bank will continue to pay for all products and services that are accepted by it provided that all products and services as serving as per the agreed scope between the parties. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration. The Bank and the Bidder shall together prepare the Reverse Transition Plan. However, The Bank shall have the sole decision to ascertain whether such Plan has been complied with. Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Bidder to The Bank or its designee to ensure smooth handover and transitioning of Bank’s deliverables, maintenance and services.

# Privacy & Security Safeguards

1. The Bidder shall not publish or disclose in any manner, without the Bank’s prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location. The Bidder will have to develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The Bidder will have to also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank’s prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location.
2. The Bidder hereby agrees and confirms that they will disclose, forthwith, instances of security breaches.
3. The Bidder hereby agrees that they will preserve the documents.

# Governing Law and Jurisdiction

The provisions of this RFP and subsequent Agreement shall be governed by the laws of India. The disputes, if any, arising out of this RFP/Agreement shall be submitted to the jurisdiction of the courts/tribunals in Mumbai City.

**Statutory and Regulatory Requirements**

The solution must comply with all applicable requirements defined by any regulatory, statutory or legal body which shall include but not be limited to RBI or other Regulatory Authority, judicial courts in India and as of the date of execution of Agreement. This requirement shall supersede the responses provided by the Bidder in the technical response. During the period of warranty / AMC, Bidder / Bidder should comply with all requirements including any or all reports without any additional cost, defined by any regulatory authority time to time and which fall under the scope of this RFP / Agreement. All mandatory requirements by regulatory / statutory bodies will be provided by the bidder under change management at no extra cost to the bank during the tenure of the contract.

# Compliance with Laws

1. Compliance with all applicable laws: Successful bidder shall undertake to observe, adhere to, abide by, comply with the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this scope of work.
2. Compliance in obtaining approvals/permissions/licenses: Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project.

# Violation of Terms

The Bank clarifies that the bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained under the RFP/Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages~~.~~

# Corrupt & Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an 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 contract to the detriment of The Bank and includes collusive practice among Bidders (prior to or after offer submission) designed to establish offer prices at artificial non-competitive levels and to deprive The Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

# Publicity

Any publicity by either party in which the name of the other party is to be used should be done only with the explicit written permission of such other party.

# Entire Agreement; Amendments

This RFP sets forth the entire agreement between the Bank and the Successful bidder and supersedes any other prior proposals, agreements and representations between them related to its subject matter, whether written or oral. No modifications or amendments to this Agreement shall be binding upon the parties unless made in writing, duly executed by authorized officials of both parties.

# Survival and Severability

Any provision or covenant of the RFP, which expressly, or by its nature, imposes obligations on successful bidder shall so survive beyond the expiration, or termination of this Agreement The invalidity of one or more provisions contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof; and in the event that one or more provisions shall be declared void or unenforceable by any court of competent jurisdiction, this Agreement shall be construed as if any such provision had not been inserted herein.

**Bidding Document**

The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Document. Submission of a bid not responsive to the Bidding Document in every respect will be at the bidder’s risk and may result in the rejection of its bid without any further reference to the bidder.

# Amendments to Bidding Documents

At any time prior to the last Date and Time for submission of bids, the Bank may, for any reason, modify the Bidding Document by amendments at the sole discretion of the bank. All amendments will be either uploaded in the website or shall be delivered by hand / post / courier or through e-mail or faxed to all prospective bidders, who have received the bidding document and will be binding on them. For this purpose bidders must provide name of the contact person, mailing address, telephone number and FAX numbers on the covering letter sent along with the bids.

In order to provide, prospective bidders, reasonable time to take the amendment if any, into account in preparing their bid, the Bank may, at its discretion, extend the deadline for submission of bids.

# Period of Validity

Bids shall remain valid for 120 days from the last date of bid submission. A bid valid for shorter period shall be rejected by the bank as non-responsive.

# Last Date and Time for Submission of Bids

Bids must be submitted not later than the specified date and time as specified in the Bid Document. Bank reserves the right to extend the date & time without mentioning any reason.

# Late Bids

Any bid received after the deadline for submission of bids will be rejected and/or returned unopened to the Bidder, if so desired by him.

# Modifications and/or Withdrawal of Bids

1. Bids once submitted will be treated as final and no further correspondence will be entertained on this.
2. No bid will be modified after the deadline for submission of bids.
3. No bidder shall be allowed to withdraw the bid, if the bidder happens to be a successful bidder.

Clarification of Bids

To assist in the examination, evaluation and comparison of bids the bank may, at its discretion, ask the bidder for clarification and response, which shall be in writing and without change in the price, shall be sought, offered or permitted.

Bank’s Right to Accept or Reject Any Bid or All Bids

The bank reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for the bank’s action.

# Signing of Contract

The successful bidder(s) to be called as bidder, shall be required to enter into an Agreement with the Bank, within 21 days of the award of the work order (when provided) or within such extended period as may be specified by the bank.

# Checklist for Submission

| **#** | **Particulars** | **Bidders Remark Yes/No** |
| --- | --- | --- |
|
|  |
| 1 | Certificate of incorporation |  |
| 2 | GST Certificate |  |
| 3 | Audited Balance sheets of last two financial years 2020-21 & 2021-22 and CA Certificate for average annual turnover |  |
| 4 | CA certificate for net worth for last two financial years i.e.  2020-21 and 2021-22 |  |
| 5 | Self-declaration on Company’s letter for experience in delivering software products and services. |  |
| 6 | Evidence for implementation experience in two SCBs and one NBFC |  |
| 7 | Evidence for having full scale development centre with atleast 100 resources |  |
| 8 | Self-declaration on Company’s letter head that bidder is not blacklisted/debarred |  |
| 9 | Self-declaration on Company’s letter head Bidder/OEM should not have any pending litigation or any dispute arises |  |
| 10 | Self-declaration on Company’s letter head for not NPA and there is no pending case |  |
| 11 | Evidence for not sharing land border |  |
| 12 | Document Cost |  |
| 13 | Annexure-1 Conformity Letter |  |
| 14 | Annexure-2 Masked Commercial Bid along with technical bid |  |
| 15 | Annexure-3 Bidder’s Information on company letter head |  |
| 16 | Annexure-4 Letter for Conformity of Product as per RFP |  |
| 17 | Annexure-5 Indemnity Deed |  |
| 18 | Annexure-6 Undertaking of Authenticity for Products Supplied *Management Solution* |  |
| 18 | Annexure-7 Undertaking for acceptance of terms of RFP |  |
| 19 | Annexure-8 MAF on OEM letter head |  |
| 20 | Annexure-9 Integrity Pact |  |
| 21 | Annexure-10 Non-Disclosure Agreement |  |
| 22 | Annexure-11 Performance Bank Guarantee |  |
| 23 | Annexure 12 Pro-forma for Bid Security(EMD) |  |
| 24 | Annexure 13 Technical specifications |  |
| 25 | Annexure 14 Bidders Particulars on Company Letter Head |  |
| 26 | Annexure 15 Letter For Refund of EMD |  |
| 27 | Annexure 16 NPA Undertaking |  |
| 28 | Annexure 17 Undertaking Letter – Land Border Sharing |  |
| 29 | Annexure 18 Cover Letter |  |
| 30 | Annexure 19 Comments on T&C |  |
| 31 | Annexure 20 Query Format |  |
| 32 | Annexure 21 Eligibility Criteria Compliance |  |
| 33 | Annexure 22 Guidelines on banning of business dealing |  |
| 34 | Annexure 23 List Of Hardware And Software Components |  |
| 35 | Annexure 24 Undertaking For 7 Year Roadmap |  |
| 36 | Annexure 25 Proposed Team Profile |  |
| 37 | Annexure 26 Format for Local Content |  |
| 38 | Annexure 27 Undertaking Of Information Security |  |

# Annexure 1: Conformity Letter

Date

To,

General Manager (IT),

Central Bank of India,

DIT, Sector 11,

CBD Belapur,

Navi Mumbai – 400614

Sir,

Sub: Tender No. CO:DIT:PUR:2022-23:370 Further to our proposal dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in response to the RFP document (hereinafter referred to as “RFP DOCUMENT”) issued by Central Bank of India (“Bank”) we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP document and the related addendums and other documents including the changes made to the original tender documents issued by the Bank.

The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank’s decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory

Designation

Company Name

# Annexure 2: Masked Commercial Bid along with technical bid

Format for Commercial Bill of Material is attached in excel format in separate sheet.

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Sl. No** | **Requirement** | **Definition** | **One Time Charges (Rs.)** | **Recurring Cost in Rs.** | | | | | | | **Total (Rs)** | Bidder compliance (Yes/No) |
| Year1 | Year2 | Year3 | Year4 | Year5 | Year6 | Year7 |
| **1** | Enterprise License Cost for DLP platform | Digital Lending platform License Cost |  |  |  |  |  |  |  |  |  |  |
| **2** | Database (if other than Oracle) |  |  |  |  |  |  |  |  |  |  |  |
| **3** | Operating System Other than Windows |  |  |  |  |  |  |  |  |  |  |  |
| **4** | Other S/w |  |  |  |  |  |  |  |  |  |  |  |
| **5** | Any other item required for DLP platform |  |  |  |  |  |  |  |  |  |  |  |
| **6** | Implementation Cost # | 6.1 Block-1 |  | NA | NA | NA | NA | NA | NA | NA |  |  |
| 6.2 Block-2 |  | NA | NA | NA | NA | NA | NA | NA |  |  |
| 6.3 Block-3 |  | NA | NA | NA | NA | NA | NA | NA |  |  |
| **Total** | **(6.1 + 6.2 + 6.3)** |  |  |  |  |  |  |  |  |  |  |
| 7 | Performance Monitoring Tool |  |  |  |  |  |  |  |  |  |  |  |
| 8 | Facility Management | NA |  |  |  |  |  |  |  |  |  |  |
| 9 | Training |  | NA | NA | NA | NA | NA | NA | NA |  |  |  |
| 10 | Customizations involving 500 person-days efforts Over and above Scope of RFP for every year | NA |  |  |  |  |  |  |  |  |  |  |
| 11 | Any Other Charges \*\* (Fintech Hosting Charges – PAN, Aadhaar, MCA, Bureau, eSign, eStamping etc.) |  |  |  |  |  |  |  |  |  |  |  |
|  | Total Cost (1 to 11) |  |  |  |  |  |  |  |  |  |  |  |
|  | TCO in words |  | | | | | | | | | | |

**Table 2: Breakup of Facility Management Cost for DLP (item 8 of Table 1)**

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **SN** | **Requirement** | **Quantity** | **One Time**  **Charges (Rs.)** |  |  | | **Recurring Cost in Rs.** | | | | | **Total (Rs)** |
| **Year1** | **Year2** | **Year3** | | **Year4** | **Year5** | **Year6** | **Year7** |
| **1** | Facility Management  Resource Type |  | **NA** |  |  |  | |  |  |  |  |  |
| **N** | Add rows if required and update the N as  running serial number |  | **NA** |  |  |  | |  |  |  |  |  |
| **T2** | **Total Cost (1 to N)** |  | **NA** |  |  |  | |  |  |  |  |  |

# Implementation cost will include implementing of the new solution as well as migration from the existing solution.

Bidder will be required to submit the year wise and item wise breakup of all the items above Bank may opt for using its own licenses for database, middleware or any other components wherever feasible. Bidder will be required to reduce the cost of components provided by the Bank.

In case any bidder quotes open source software for any requirement given in the RFP, then it is mandatory for the bidder to quote rightful subscription and support charges to ensure compliance with the service levels defined in the RFP

Table for line item 11 – Any Other Charges \*\* (Fintech Hosting Charges – PAN, Aadhaar, MCA, Bureau, eSign, eStamping etc.)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Table I**: **API Features\*\*** (Valid for Contract Period) | | **Cost per API (in Rs.) - A** | **Number of API hits for TCO calculation (in Lakhs) - B** | **Total Cost (A x B) in Rs** |
| **Sl. No.** | **MCA** |  |  |  |
| 1 | Search API/Year |  | 1 |  |
| 2 | Consolidated Basic Data API |  | 1 |  |
| 3 | Detailed Data API/Company |  | 1 |  |
| 4 | Update API/Company |  | 1 |  |
|  | **GST** |  |  |  |
| 5 | GST No. Search |  | 1 |  |
| 6 | GST returns 2 years from portal - Per GST ID |  | 1 |  |
|  | **KYC** |  |  |  |
| 7 | Driving License |  | 1 |  |
| 8 | PAN |  | 1 |  |
| 9 | Voter |  | 1 |  |
| 10 | Passport |  | 1 |  |
| 11 | Aadhar |  | 1 |  |
|  | **Other Verifications** |  |  |  |
| 12 | NREGA Job Card |  | 1 |  |
| 13 | Udhyog Aadhar |  | 1 |  |
| 14 | FSSAI License Authentication |  | 1 |  |
| 15 | FDA License Authentication |  | 1 |  |
| 16 | ICAI Membership |  | 1 |  |
| 17 | ICSI Membership |  | 1 |  |
| 18 | ICWAI Membership Authentication |  | 1 |  |
| 19 | ICWAI Firm Authentication |  | 1 |  |
| 20 | PNG Authentication |  | 1 |  |
| 21 | Electricity Bill |  | 1 |  |
| 22 | Telephone Bill |  | 1 |  |
| 23 | LPG ID Authentication |  | 1 |  |
| 24 | EPF UAN Authentication |  | 1 |  |
| 25 | EPF UAN Lookup |  | 1 |  |
| 26 | Form 16 |  | 1 |  |
| 27 | Form 16 (Quarterly TDS Status) |  | 1 |  |
| 28 | ITR - V (Acknowledgement) |  | 1 |  |
| 29 | Court Cases across India |  | 1 |  |
| 30 | Shop & Establishment Certificate |  | 1 |  |
| 31 | MCI |  | 1 |  |
| 32 | TAN Authentication |  | 1 |  |
| 33 | Negative Terror Lists - UN, NIA, Interpol |  | 1 |  |
| 34 | Negative Lists - SEBI / RBI |  | 1 |  |
| 35 | Bank Account Verification |  | 1 |  |
| 36 | Vehicle RC |  | 1 |  |
|  | **Bank Statement Analysis** |  |  |  |
| 37 | Digital PDF |  | 1 |  |
| 38 | Scanned Document |  | 1 |  |
|  | **Income Tax Returns** |  |  |  |
| 39 | ITR Analysis |  | 1 |  |
| 40 | ITR verification |  | 1 |  |
|  | **Financial Statement Analysis** |  |  |  |
| 41 | Digital PDF/XML |  | 1 |  |
| 42 | Scanned Document |  | 1 |  |
|  | **Digital Contracts** |  |  |  |
| 43 | Digital Signature using e-sign |  | 1 |  |
| 44 | Digital Stamping |  | 1 |  |
| **Total Cost (Z)** | |  |  | **XXXXX** |
| \*\*these are indicative list of APIs which bank may consider for integration based on the requirements. However, vendor should support integration of APIs which may be required by bank in future. The Bank should have freedom/preference to negotiate with the required aggregators regarding rate & other credentials. The vendor should integrate with aggregators to enable the Bank as per the specifications required by the Bank. | | | | |

**Terms & Conditions:**

1. For each of the above items provided the vendor is required to provide the cost for every line item where the vendor has considered the cost in Bill of Material (BOM), Bank reserves the right to implement or drop any of the above listed items without assigning any reason.
2. For each of the above items provided the vendor is required to provide the cost for every line item where the vendor has considered the cost in BOM
3. If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost
4. The price quoted for the project should be an all-inclusive price including any taxes, expenses and levies but excluding GST and is a fixed price.
5. Bank will deduct applicable TDS, if any, as per the law of the land.
6. The quoted fixed cost against each item shall remain unchanged till the completion of the Project(s).
7. The base project location will be Navi Mumbai
8. The TCO in words is amount on which the commercial evaluation will be conducted.
9. All prices to be valid for a period of 7 years from the date of contract execution / signing.
10. The Bank reserves the right to renew the contract post completion contract period and the commercials for the same will be discussed based on the scope of work.
11. Bidder should factor all your expenses like travelling, boarding, lodging etc. Apart from amount specified in Commercials, no other expenses will be paid by the Bank.
12. Bidder shall depute resources on-site of the project implementation location(s) for carrying out the task as specified in this document.
13. The cost quoted is in fixed price and no increase in rate will be admissible by the Bank for whatsoever reasons during the contract period.
14. The cost quoted also includes the cost of deliverables for all the phases of the Project.
15. Further, we confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document.
16. Fee is payable only on actual availing of services and no minimum or fixed fees are payable.
17. Bidder is expected to provide detail bill of material along with the commercial proposal for the proposed hardware and appliances.
18. Additional Per Person-day rates (applicable in case of enhancement of scope in future). The same will be as per Sr. no 8 of Table 1 for the respective year and mutually agreed terms thereafter. The effort estimation shall be based on Function Point Analysis (FPA) or other industry Standard practices.

Date

Place Seal & Signature of the Bidder

# Annexure 3: Bidder’s Information

|  |  |  |
| --- | --- | --- |
| **#** | **Particulars** | **Details** |
|  | Name of bidder |  |
|  | Constitution |  |
|  | Address with Pin code |  |
|  | Authorized Person for bid |  |
|  | Contact Details(Mail id & Mob No) |  |
|  | Years of Incorporation |  |
|  | Number of years of experience in IT hardware items |  |
|  | Turnover (In Rs.)  2019-20,  2020-21,  2021-22 |  |
|  | Profits (In Rs.)  2019-20,  2020-21,  2021-22 |  |
|  | Whether OEM or authorized distributor |  |
|  | Number of service outlets across India |  |
|  | Good and Service Tax Number |  |
|  | Income Tax Number |  |
|  | Whether direct manufacturer or authorized dealers |  |
|  | Name and Address of OEM |  |
|  | Brief Description of after sales service facilities available with the bidder. |  |
|  | Whether all RFP terms & conditions complied with. |  |

Signature

Name:

Designation:

Seal of Company

Date:

# Annexure 4: Letter for Conformity of Product as per RFP

Date

To,

General Manager (IT),

Central Bank of India,

DIT, Sector 11,

CBD Belapur,

Navi Mumbai – 400614

Sir,

Sub: Tender No. CO:DIT:PUR:2022-23:370

We submit our Bid Document herewith. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.

We understand that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. We also agree that the Bank reserves its right to reject the bid, if the bid is not submitted in proper format as per subject RFP.

We undertake that product and services supplied shall be as per the:-

|  |  |  |
| --- | --- | --- |
| **Compliance** | **Compliance (Yes/ No)** | **Remarks/ Deviations** |
| Terms & Conditions |  |  |
| Scope of Work |  |  |

(If left blank it will be construed that there is no deviation from the specifications given above)

Signature

Name:

Designation:

Seal of Company

Date:

# Annexure 5: Pro-forma for Deed of Indemnity

This deed made on the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2022 **BETWEEN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ a Company incorporated under the Companies Act, 1956/2013 having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (hereinafter referred to as “the Indemnifier” which expression shall unless excluded by or repugnant to the context, be deemed to mean and include its assigns, administrators and successors) of the ONE PART;

AND

**Central bank of India a body corporate, constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, as amended from time to time having its Head Office Chander Mukhi, Nariman Point, Mumbai** (hereinafter referred to as “the Bank/Bank”, which expression shall unless excluded by or repugnant to the context be deemed to mean and include its assigns, administrators and successors) of the OTHER PART

**WHEREAS**

1. The Indemnifier has

A. Offered to **Supply, Implementation, and Maintenance of Digital Lending Platform under CAPEX Model** in terms of the Service Level Agreement (SLA) dated \_\_\_\_\_\_\_\_\_ during the entire contract period of …….. Years. The implementation and support services of hardware and software equipment by the Indemnifier is hereinafter referred to as “**Supply and Support Services**".

B. Agreed to install and provide comprehensive maintenance for the equipment, materials used and workmanship by them in terms of the Service Level Agreement (SLA) dated \_\_\_\_\_\_\_\_\_ and respective Purchase Order/s --------------------------issued from time to time, if required, at the discretion of the BANK. (The installation and maintenance are herein after collectively referred to as "**Service/s**").

C. Represented and warranted that the aforesaid supply/services offered to the BANK do not violate any provisions of the applicable laws, regulations or guidelines including legal and environmental. In case there is any violation of any law, rules or regulation, which is capable of being remedied, the same will be got remedied immediately during the installation, maintenance and contract period to the satisfaction of the BANK.

D. Represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such Service Level Agreement (SLA) with the BANK.

2. One of the conditions of the aforesaid Agreement is that the Indemnifier is required to furnish an indemnity in favour of the BANK indemnifying the latter against all claims, losses, costs, actions, suits, damages and / or otherwise arising due to or on account of Obligor's violations of any trademarks, patents, copyrights and licenses, the applicable laws, regulations, guidelines during the Supply / Services to the BANK as also for breach committed by the Indemnifier on account of misconduct, omission and negligence by the Indemnifier.

3. In pursuance thereof, the Indemnifier has agreed to furnish an indemnity in the form and manner and to the satisfaction of the BANK as hereinafter appearing;

**NOW THIS DEED WITNESSETH AS UNDER:-**

In consideration of the BANK having agreed to award the aforesaid contract to the Indemnifier, more particularly described and stated in the aforesaid SLA, the Indemnifier does hereby agree and undertake that:-

(1) The Indemnifier shall, at all times hereinafter, save and keep harmless and indemnified the BANK, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the BANK by whomsoever and all losses, damages, costs, charges and expenses that the BANK may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, notifications guidelines, on account of misconduct, omission and negligence and also from the environmental damages, if any, which may occur during the contract period.

(2) The Indemnifier further agrees and undertakes that the Indemnifier shall, during the contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, notifications, orders framed or issued by any appropriate authorities.

(3) The Indemnifier further agrees to provide complete documentation and data of all equipment/accessories and other software, they are having. The Indemnifier shall also indemnify and keep indemnified the BANK against any levies/penalties/claims/demands, litigations, suits, actions, judgments in this regard whether applicable under Indian Jurisdiction or Foreign Jurisdiction.

(4) If any additional approval, consent or permission is required by the Indemnifier to execute and perform the contract during the currency of the contract, they shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.

(5) The obligations of the Indemnifier herein are irrevocable, absolute and unconditional in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of the BANK or Indemnifier or any other circumstance whatsoever which might otherwise constitute a discharge or defence of an indemnifier.

(6) The obligations of the Indemnifier under this Deed shall not be affected by any act, omission, matter or thing which would reduce, release the Indemnifier from any of the indemnified obligations under this indemnity or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to the BANK).

(7) This indemnity shall survive the aforesaid Service Level Agreement (SLA).

(8) Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the aforesaid Agreement and or as stated above.

(9) This indemnity shall be governed by and construed in accordance with the laws of India. The Indemnifier irrevocably agrees that any legal action, suit or proceedings arising out of or relating to this indemnity may be brought in the Courts/Tribunals at Mumbai. Final judgment against the Indemnifier in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction by way of suit on the judgment/decree, a certified copy of which shall be conclusive evidence of the judgment/decree, or in any other manner provided by law. By the execution of this indemnity, the Indemnifier irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.

(10) The BANK may assign or transfer all or any part of its interest/claim herein to any other person. The Indemnifier shall not be entitled to assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of the BANK.

(11) Bank agrees and undertakes to indemnify Bidder and further undertakes to compensate Bidder in case of any claim accruing to Bidder on account of proven breach of licenses software, beyond the permitted purpose, by authorized officer of Bank.

**IN WITNESS WHEREOF** the parties herein have set their hands unto these presents the day, month and year above written

**Witness:**

**1)**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(Seal and Signature of indemnifier)**

**2) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(Seal & signature of the authorized signatory of the Bank)**

Note: The said indemnity shall be affixed with the applicable stamp duty.

# Annexure 6: Undertaking of Authenticity for Products Supplied

Date

To,

General Manager (IT),

Central Bank of India,

DIT, Sector 11,

CBD Belapur,

Navi Mumbai – 400614

Sir,

Sub: Tender No. CO:DIT:PUR:2022-23:370

With reference to RFP for Supply, Implementation, and Maintenance of Digital Lending Platform under CAPEX Model.

We hereby undertake to produce the certificate from our OEM supplier in support of this undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with the above at any time , we agree to take back the Licenses without demur, if already supplied and return the money if any paid to us by you in this regard.

Signature

Name:

Designation:

Seal of Company

Date:

# Annexure 7: Undertaking for Acceptance of Terms of RFP

Date

To,

General Manager (IT),

Central Bank of India,

DIT, Sector 11,

CBD Belapur,

Navi Mumbai – 400614

Sir,

Sub: Tender No. CO:DIT:PUR:2022-23: 370

With reference to RFP for Supply, Implementation, and Maintenance of Digital Lending Platform Solution under CAPEX Model

We understand that Bank shall be placing Order to the Successful Bidder exclusive of taxes only.

1. We confirm that in case of invocation of any Bank Guarantees submitted to the Bank, we will pay applicable GST on Bank Guarantee amount.
2. We are agreeable to the payment schedule as per "Payment Terms" of the RFP.
3. We here by confirm to undertake the ownership of the subject RFP.
4. We hereby undertake to provide latest product/ software with latest version. The charges for the above have been factored in Bill of Material (BOM), otherwise the Bid is liable for rejection. We also confirm that we have not changed the format of BOM.

Signature

Name:

Designation:

Seal of Company

Date:

# Annexure 8: Manufacturer’s Authorization Form

Date

To,

General Manager (IT),

Central Bank of India,

DIT, Sector 11,

CBD Belapur,

Navi Mumbai – 400614

Dear Sir,

We ……………………………………………………………… (Name of the Manufacturer) who are established and reputable manufacturers of …………………………………… having factories at ………, …………, ………, …………… and …………… do hereby authorize M/s ……………………… (who is the Bidder submitting its bid pursuant to the Request for Proposal issued by the Bank) to submit a Bid and negotiate and conclude a contract with you for supply of equipment manufactured by us against the Request for Proposal received from your Bank by the Bidder and we have duly authorized the Bidder for this purpose.

We, hereby, extend warranty for the equipment and support services offered for our products supplied against this RFP by the above-mentioned Bidder.

If Bank desires transfer of the warranty and support services, supposed to be delivered by the successful Bidder, to its preferred Bidder, in such a case, OEM should transfer such warranty and support services without any additional cost to the Bank.

Yours Faithfully,

Authorized Signatory

(Name, Phone No., Fax, E-mail)

*(This letter should be on the letterhead of the Manufacturer duly signed & seal by an authorized signatory)*

# Annexure 9: Integrity Pact

Integrity Pact

Between

Central Bank of India hereinafter referred to as “The Principal”,

And

…………………………………………… hereinafter referred to as “The Bidder/ Contractor”

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for………………………………………The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal 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 Principal**

(1.) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the Principal, 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 Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal 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 Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

**Section 2 – Commitments 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 Principal’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 cartelisation 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 purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details 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 22.

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 in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”. Copy of the “Guidelines on Banning of business dealings”. (As given in the annexure-22 )

**Section 4 – Compensation for Damages**

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal 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 Bidder declares that no previous transgressions occurred in the last three years with any other Bank in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

**Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors**

(1) The Bidder(s)/ Contractor(s) undertake(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal 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) / Subcontractor(s)**

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

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

(1) The Principal 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 Chairman & Managing Director, CENTRAL BANK OF INDIA.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal 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 Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality. In case of sub-contracting, the Principal Contractor shall take all responsibility of the adoption of Integrity Pact by the sub-contractor. In case of sub-contracting, the Principal Contractor shall take the responsibility of the adoption of the Integrity Pact by the sub-contractor.

(4) The Principal 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 Principal 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 Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding 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. Parties to this agreement agree that they shall not approach the courts while representing the matter to IEM and will await IEM’s decision in the matter. Parties to this agreement agree that they shall not approach the courts while representing the matter to IEM and will await IEM’s decision in the matter.

(6) The Monitor will submit a written report to the Chairman & Managing Director, CENTRAL BANK OF INDIA within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the Chairman & Managing Director CENTRAL BANK OF INDIA, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman & Managing Director CENTRAL BANK OF INDIA 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.

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 Chairman & Managing Director of CENTRAL BANK OF INDIA.

**Section 10 – Other provisions**

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai City.

(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.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder 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.”

**Section 11- FALL CLAUSE**

**11.1.** The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER undertakes that it has not supplied/is not supplying same/exact product/systems or subsystems/services (i.e. same scope, deliverables, timelines, SLAs & pricing terms) at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar product/systems or sub systems/services was supplied by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER, if the contract has already been concluded.

|  |  |
| --- | --- |
| **Signed, Sealed and Delivered for the Principal** | **Signed, Sealed and Delivered for the Bidder** |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Company Seal** | **Company Seal** |
| **Witness I** | **Witness II** |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

# Annexure 10: Non-Disclosure Agreement

This Agreement made at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2022

Between

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ a company incorporated under the Companies Act, 1956/2013 having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “-----” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the ONE PART;

AND

CENTRAL BANK OF INDIA, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 and having its head Office at Central Office, Chander Mukhi, Nariman Point, Mumbai – 400 021 (hereinafter referred to as “BANK” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the OTHER PART

The ………..bidder and BANK 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. **Confidential Information**

“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.

1. **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 its employees, consultants, auditors, sub-contractors (“Representatives”) consultants only if such representatives 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 therefor.

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.

1. **Publications**

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.

1. **Term**

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 rights to 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.

1. **Title & Proprietary Rights**

Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are 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.

1. **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. The obligation under this clause will not apply where it is necessary to retain any confidential information for the purpose as required by the law or for internal auditing purposes or electronic data stored due to automatic archiving or backup procedures.

1. **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.

1. **Entire Agreement, Amendment and Assignment**

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

1. **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 Mumbai City.

1. **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.

1. **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, its officers, employees, agents or consultants.

In WITNESS THEREOF, the Parties hereto have executed these presents the day, month and year first hereinabove written:

|  |  |
| --- | --- |
| **Signed, Sealed and Delivered for the Principal** | **Signed, Sealed and Delivered for the Bidder** |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Company Seal** | **Company Seal** |
| **Witness I** | **Witness II** |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

# Annexure 11: Performance Bank Guarantee

To,

Central Bank of India

Mumbai

In consideration of Central Bank of India having Registered Office at Chandermukhi Building, Nariman Point, Mumbai 400 021 (hereinafter referred to as “Purchaser”) having agreed to purchase of software, hardware & other components & services (hereinafter referred to as “Goods”) from M/s ----------------------------- (hereinafter referred to as “Contractor”) on the terms and conditions contained in their agreement/purchase order No------- dt.------------ (hereinafter referred to as the “Contract”) subject to the contractor furnishing a Bank Guarantee to the purchaser as to the due performance of the computer hardware, as per the terms and conditions of the said contract, to be supplied by the contractor and also guaranteeing the maintenance, by the contractor, of the computer hardware and systems as per the terms and conditions of the said contract;

1) We, --------------------------- (Bank) (hereinafter called “the Bank”), in consideration of the premises and at the request of the contractor, do hereby guarantee and undertake to pay to the purchaser, forthwith on mere demand and without any demur, at any time up to --------------------- any money or moneys not exceeding a total sum of Rs---------(Rupees-----------only) as may be claimed by the purchaser to be due from the contractor by way of loss or damage caused to or that would be caused to or suffered by the purchaser by reason of failure of computer hardware to perform as per the said contract, and also failure of the contractor to maintain the computer hardware and systems as per the terms and conditions of the said contract.

2) Notwithstanding anything to the contrary, the decision of the purchaser as to whether computer hardware has failed to perform as per the said contract, and also as to whether the contractor has failed to maintain the computer hardware and systems as per the terms and conditions of the said contract will be final and binding on the Bank and the Bank shall not be entitled to ask the purchaser to establish its claim or claims under this Guarantee but shall pay the same to the purchaser forthwith on mere demand without any demur, reservation, recourse, contest or protest and/or without any reference to the contractor. Any such demand made by the purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the purchaser and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

3) This Guarantee shall expire on -----------------; without prejudice to the purchaser’s claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e. --------- (this date should be date of expiry of Guarantee).

4) The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the purchaser in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of the purchaser under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or the purchaser certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.

5) In order to give full effect to the Guarantee herein contained, you shall be entitled to act as if we are your principal debtors in respect of all your claims against the contractor hereby Guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights if any which are in any way inconsistent with the above or any other provisions of this Guarantee.

6) The Bank agrees with the purchaser that the purchaser shall have the fullest liberty without affecting in any manner the Bank’s obligations under this Guarantee to extend the time of performance by the contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the purchaser against the contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the contractor for any forbearance, act or omission on the part of the purchaser or any other indulgence shown by the purchaser or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving the Bank.

7) The Guarantee shall not be affected by any change in the constitution of the contractor or the Bank nor shall it be affected by any change in the constitution of the purchaser by any amalgamation or absorption or with the contractor, Bank or the purchaser, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.

8) This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by us (whether singly or jointly with other banks) on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing un-cancelled and we further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by us on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.

9) Any notice by way of demand or otherwise under this guarantee may be sent by special courier, telex, fax or registered post to our local address as mentioned in this guarantee.

10) Notwithstanding anything contained herein:-

i) Our liability under this Bank Guarantee shall not exceed Rs--------(Rupees---------only);

ii) This Bank Guarantee shall be valid up to ----------------------;(date of expiry) and

iii) We are liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before--- -------------- (date of expiry of Guarantee)

11) The Bank has power to issue this Guarantee under the statute/constitution and the undersigned has full power to sign this Guarantee on behalf of the Bank.

Date this -------------------- day of ------------------ 2022 at ---------

For and on behalf of -------------------------- Bank.

sd/- ----------------------------------------

# Annexure 12: Bid Security (Earnest Money Deposit)

To,

General Manager-IT

Central Bank of India,

DIT, 1st Floor,

CBD Belapur,

Navi Mumbai -400 614

Dear Sir,

In response to your invitation to respond to your RFP for Implementation \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, M/s \_\_\_\_\_having their registered office at \_\_\_\_\_\_\_ (hereinafter called the Bidder‟) wishes to respond to the said Request for Proposal (RFP) and submit the proposal for as listed in the RFP document.

Whereas the „Bidder‟ has submitted the proposal in response to RFP, we, the \_\_\_\_\_\_ Bank having our head office \_\_\_\_\_\_ hereby irrevocably guarantee an amount of **Rs \_\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_ Only)** as bid security as required to be submitted by the, Bidder‟ as a condition for participation in the said process of RFQ.

The Bid security for which this guarantee is given is liable to be enforced/ invoked:

1. If the Bidder withdraws his proposal during the period of the proposal validity; or

2. If the Bidder, having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently. We undertake to pay immediately on demand to Central Bank of India the said amount of Rupees Five Lacs without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by Central Bank of India which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed **Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only)**

2. This Bank guarantee will be valid up to \_\_\_\_\_\_\_\_; and

3. We are liable to pay the guarantee amount or any part thereof under this Bank

Guarantee only upon service of a written claim or demand by you on or before\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In witness whereof the Bank, through the authorized officer has sets its hand and stamp on this \_\_\_\_\_day of \_\_\_\_\_ at .

Yours faithfully,

For and on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bank Authorised Official

# Annexure 13: Technical Parameters for Evaluation

**Technical scoring** will be done on following criteria:The technical scoring will be across the following :

|  |  |  |
| --- | --- | --- |
| **Sl No** | **Stage 2** | **Marks** |
| 1 | **Credentials and Experience** | **50** |
| 2 | Availability of Out of the box journeys | 100 |
| 3 | Functional Features | 100 |
| 4 | Technical Features | 100 |
| 5 | Presentation | 100 |
| 6 | Product Demo | 150 |
|  | **Total** | **600** |

The Technical Evaluation across Part 1 to Part 6 and will comprise a total of 600 marks.

**Part 1: Experience in Implementation of Out of the box journeys for Retail/ MSME/ Agri loans**

|  |  |  |
| --- | --- | --- |
| **S. NO.** | **Component** | **Marks** |
| 1 | Experience in digital journey implementation in Scheduled Commercial Banks and NBFCs, (end-to-end from on boarding to disbursement – STP/Near STP) as per Clause-6 of Eligibility Criteria.  \*The Bidder has to submit the credentials from the clients. (credential should contain the details of products (LIVE) implemented by OEM/SI  Bidder to submit Customer Reference Letter from SCB/NBFCs where implementation has been completed | Implementation Experience – Maximum 50 Marks  SCB – 10 Marks per SCB (Capped at 40 Marks)  NBFC – 10 Marks per NBFC (Capped at 10 Marks) |

**Part 2: Implementation Experience of journeys listed as Block 1, 2 and 3 in the DLP Platform. Marks per Journey will be as below: Will carry a maximum marks of 100 marks**

**Block 1:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl No** | **Category** | **Sub Category** | **Available / Customisation** |
| 1 | Personal Loans | Pre-approved personal loan |  |
| 2 | Top-ups (for Personal Loan, Home Loan) |  |
| 3 |  | Credit Card (including co-branded cards) |  |
| 4 | Gold Loan | Personal Gold loan Renewals |  |
| 5 | Home Loans | Home Loan |  |
|  | MSME (Government) | Module for MSME Government schemes: |  |
| 6 | - Shishu Mudra, |  |
| 7 | - Kishore Mudra |  |
| 8 | - Tarun Mudra |  |
| 9 | Term Loan journey (including integration with PSB59minutes.com as reqd) |  |
| 10 | Journey integration with Standup India |  |
| 11 | MSME | Pre approved business loan CGTMSE |  |
| 12 | GST Business module - GST Sahay journey (including integrations with OPL etc.) |  |
| 13 | Instant Overdraft |  |
| 14 | Agri | KCC |  |
| 15 | KCC Renewals |  |
| 16 | Agri Gold Loans |  |

**Block2:**

|  |  |  |
| --- | --- | --- |
| **Sl No** | **Category** | **Feature** |
| 1 | Personal Loans | Personal loan (STP journeys, high ticket personal loans) |
| 2 | Pension loan |
| 3 | Self employed loans |
| 4 | Gold Loans | OD against gold loan, |
| 5 | Loan Against Sovereign Gold Bond, |
| 6 | Gold Loan |
| 7 | Home Loans | Loan against property / Mortgage Loan |
| 8 |  | Home loan on Pre-approved projects |
| 9 | Education Loans | Education loan - non collateral backed (premier institutes, executive MBA) |
| 10 | Vehicle Loans | Four Wheeler Loan (New Vehicle, Old Vehicle) |
| 11 | MSME | Business Credit Card |
| 12 | MSME lending  - Alternate data based lending products (credit against cashflows, transaction history including partner data for B2B/B2C players |
| 13 | Loan against property – Business |
| 14 | Business Gold Loans |
| 15 | Journeys supporting govt schemes with facilitates to handle subsidies, subventions, waivers, etc. - PMEGP, PM Svanidhi |
| 16 | Agri | Tractor Loan |
| 17 | Dairy Loan |
| 18 | Equipment / Farm Machinery Loan |

**Block3:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sl No** | **Category** | | **Feature** | |
| 1 | Other Retail | | Balance transfer loans (including Home Loan takeover) | |
| 2 | Over Draft on salary accounts | |
| 3 | Consumer Durable loan | |
| 4 | Loan against credit card | |
| 5 | Loan against securities like Term Deposits, Shares etc. | |
| 6 | Home Loans | | Reverse Mortgage Loan | |
| 7 | Lease Rent discounting | |
| 8 | Plot loan | |
| 9 | Education Loans | | Education loan - collateral backed, covered by govt. schemes | |
| 10 | Vehicle Loans | | Two-Wheeler loan, | |
| 11 | Commercial Vehicle Loan | |
| 12 | MSME | | MSME Working Capital | |
| 13 | MSME Working Capital Renewal | |
| 14 | Non-Fund based limits – LC, BG | |
| 15 | Equipment / Machinery Finance | |
| 16 | SHG / JLG module | |
| 17 | Agri | | Agri Additional government schemes such as  - PM Kusum (Solar Power Scheme journeys)  -PMFME ( Micro food processing enterprise) | |
| 18 | Agri-Infra investment loans (cold storages etc.) | |
| 19 | Corporate | | Corporate Lending Module: Fund based lending products (Overdrafts, Working Capital facilities, | |
| 20 | Project finance | |
|  | | | | |  | |
|  | | | Functions to be supported | |
| 1 | | | Products Capabilities | |
| 2 | | | Integrations required | |
| 3 | | | User Interface and Experience | |
| 4 | | | Lead Management | |
| 5 | | | Business rule engine | |
| 6 | | | Customer Communication | |
| 7 | | | Inbuilt Document Management Module | |
| 8 | | | Analytics, Business Intelligence, MIS, Dashboard and reporting requirements | |
| 9 | | | Workflow Management | |
| 10 | | | Disbursement | |
| 11 | | | Co-Lending | |
| 12 | | | Loan Monitoring | |
| 13 | | | Audit trails | |
| 14 | | | Collateral and asset management | |
| 15 | | | Collection / Repayment Management | |
| 16 | | | Training | |
| 17 | | | Empanelment and Performance Management along with Workflows of external agencies / vendors / partners / Lawyers / Valuers | |
| 18 | | | Empanelment and Performance Management along with Workflows of DSA’s , Sub-agents / Business Correspondents etc. | |

**Part 4:** **Functional specifications comprise of following main types of requirements which are listed below** : **Will carry a maximum marks of 100 marks**

|  |  |
| --- | --- |
| **Abbreviations** | **Full Form** |
| A | Available in the product without customization |
| C | Will be provided with customization |

|  |  |  |  |
| --- | --- | --- | --- |
| **Functional Requirements** | | |  |
| **Sl No** | **Product/Capability** | **Mention  A or C** | **Remarks** |
| **1** | **The platform should support the following capabilities** |  |  |
| 1.1 | e-Kyc including facilitate Biometric device integration for e-KYC and support Integration with existing Video KYC  setup in Bank |  |  |
| 1.2 | Integrate with CKYC for 2 way communication |  |  |
|  | Support OCR for following documents |  |  |
| 1.3 | PAN CARD |  |  |
| 1.4 | AADHAR |  |  |
| 1.5 | PASSPORT |  |  |
| 1.6 | Driving License |  |  |
| 1.7 | Bank Statements |  |  |
| 1.8 | Financial statements |  |  |
| 1.9 | ITR Documents |  |  |
| 1.10 | Salary Slip |  |  |
| 1.11 | Ration Card |  |  |
| 1.12 | Employee ID Card |  |  |
| 1.13 | MNREGA Card etc |  |  |
|  | Other Capabilities |  |  |
| 1.14 | Support Fraud check |  |  |
| 1.15 | Employment verifications including Salary Slip |  |  |
| 1.16 | Email id verification |  |  |
| 1.17 | Utility bills authenticate |  |  |
| 1.18 | Mobile authenticate: for current status of mobile number and connection type |  |  |
| 1.19 | Legal ( Court case) |  |  |
| 1.20 | Google mapping or geo-tagging |  |  |
| 1.21 | Vahan API |  |  |
| 1.22 | Land Records API of various states including Crop History / Crop pattern |  |  |
| 1.23 | Photo / Video Liveliness check |  |  |
| 1.24 | Ability to verify crop basis satellite images |  |  |
| 1.25 | Name Match capability |  |  |
| 1.26 | Credit Card Statement Analyzer |  |  |
| 1.27 | Shop establishment verification |  |  |
| 1.28 | CIN, DIN, TIN etc. verification |  |  |
| 1.29 | Underwriting (Queue criteria, video personal discussion) |  |  |
| 1.30 | Statement analyzer, risk & operations (document screening, risk deviation and fraud control/ AML checks) |  |  |
| 1.31 | Bank account validation (Penny Drop etc.) |  |  |
| 1.32 | De-duplication check |  |  |
| 1.33 | Defaulter and blacklist check |  |  |
| 1.34 | e-mandate & e-sign setup |  |  |
| 1.35 | Internal database checks |  |  |
| 1.36 | Digitized land records pull |  |  |
| 1.37 | Access to DSA/ Fintech sourcing platform/ legal partners |  |  |
| 1.38 | DMS embedded/ potential to integrate with Bank's: Should be able to transfer documents with internal and external (legal etc.) stakeholders |  |  |
| 1.39 | Co-browsing feature |  |  |
| 1.40 | Digitalization of loan documents |  |  |
| 1.41 | Fees and charges collections |  |  |
| 1.42 | Invoice generation |  |  |
| **2** | **Integrations Required** |  |  |
| 2.1 | Bureaus pull (CIBIL, Experian, CRIF, Equifax etc.) |  |  |
| 2.2 | UIDAI |  |  |
| 2.3 | NPCI |  |  |
| 2.4 | NSDL |  |  |
| 2.5 | Account Aggregators |  |  |
| 2.6 | CERSAI |  |  |
| 2.7 | SEBI |  |  |
| 2.8 | GSTIN |  |  |
| 2.9 | MCA |  |  |
| 2.10 | EPFO |  |  |
| 2.11 | ITR |  |  |
| 2.12 | Udyam Portal |  |  |
| 2.13 | SIDBI |  |  |
| 2.14 | NCGTC |  |  |
| 2.15 | CGTSME govt website for loans & claims submission |  |  |
| 2.16 | SCF platform |  |  |
| 2.17 | OPL platform incl. PSBloansin59minutes platform |  |  |
| 2.18 | With ecommerce platforms to expand their onboarding channels |  |  |
| 2.19 | BNPL Platforms |  |  |
| 2.20 | Co- branded credit cards |  |  |
| 2.21 | Telecom (integration for underwriting using alternate data) |  |  |
| 2.22 | IFSC |  |  |
| 2.23 | GST filing status |  |  |
| 2.24 | ICWAI certification |  |  |
| 2.25 | Company Secretary |  |  |
| 2.26 | Suit file cases |  |  |
| 2.27 | e-NACH |  |  |
| 2.28 | Social Media Crawl |  |  |
| 2.29 | FSSAI registration verification |  |  |
| 2.30 | Processing and Management capabilities & integration with core banking system |  |  |
| **3** | **User Interface and Experience** |  |  |
| 3.1 | The UI/UX should be platform and device agnostic with Omni-channel experience, intuitive, and flexible |  |  |
| 3.2 | Omni channel journeys across web, mobile, and tab- based applications available over internal and external distribution channels |  |  |
| 3.3 | Multi-lingual (English, Hindi, Kannada, Telugu, Tamil etc.) device agnostic responsive web portal, mobile and tablet apps with native experience for Bank users, end customers and partners. |  |  |
| 3.4 | The system should support the ability to generate document such as letters, forms, loan legal documentation etc basis pre-defined template automatically. These generated forms to be modifiable |  |  |
| 3.5 | The UI/UX of the platform should be integrated with various digital channels like Omnichannel, IB, MB, kiosks, ATMs, contact centre, etc. |  |  |
| 3.6 | The proposed solution should offer multi-lingual support for scraping, analyzing the statements (PDF, text, images etc.) and reporting |  |  |
| **4** | **Lead Management** |  |  |
| 4.1 | The system should also integrate with Bank’s internal CRM solution, Bank’s call centers, Bank’s lead nurturing cell and with other third-party partners (e.g., DSAs), aggregators, websites and external lead generation system as required by the Bank |  |  |
| 4.2 | The platform shall have the functionality to send automated e-mails, SMSs, Notifications to ETB and NTB customers during their loan journey with details specified by the Bank |  |  |
| 4.3 | The solution shall be capable of complete Lead Management Lifecycle including lead allocation and distribution, tracking of lead through its lifecycle and event- based alerts and notifications |  |  |
| 4.4 | The platform shall provide the functionality to send both normal as well as exception alerts to users of the platform which may be required as part of promotional efforts, operational information flow, pendency monitoring or for any other requirement of the Bank |  |  |
| 4.5 | The platform shall have the functionality to conduct De-dupe check on the leads |  |  |
| 4.6 | System should have bulk uploading facility through Excel sheet for gold loan, KCC etc. |  |  |
| 4.7 | The platform shall have the functionality of Lead allocation and distribution as per bank’s requirement |  |  |
| 4.8 | Integration of LOS journeys with ecommerce platforms to expand their onboarding channels |  |  |
| **5** | **Business rule engine** |  |  |
| 5.1 | The BRE shall be customizable as per bank's business and regulatory requirements |  |  |
| 5.2 | The platform should have the Facility to define multiple rules and exception paths based on different parameters |  |  |
| 5.3 | The platform should be capable of configuring & deploying multiple credit scoring & limit assessment models and risk scorecards for same or different products as per needs of the bank |  |  |
| 5.4 | After highlighting/escalating, system should auto cancel application after a specified period, with facility for drop-off handling through email, SMS, contact centre, bot etc. |  |  |
| 5.5 | Platform shall provide functionality to assess aggregated data (internal, external, structured, and unstructured) and reports to create Credit Risk Assessment models and Scorecards for enabling automated and assisted credit decisioning |  |  |
| 5.6 | DLP shall facilitate users/reviewers in understanding assessments through detailed credit appraisal memo generated by the system providing explanations and reasoning to the users/reviewers for each data point presented, analyzed and decisioning made through this platform |  |  |
| 5.7 | The platform should be able to process application in both digital first (STP) and Assisted mode on a case-to-case basis. Applications can be rejected by attributing proper reasoning or sanctioned on compliance to Bank’s STP guidelines in real- time and automatic manner without any manual intervention by the system. |  |  |
| 5.8 | The platform should provide exception management related to credit policies across hierarchy and approval chain |  |  |
| 5.9 | The platform should be easily configurable with change of credit assessment models within the credit rules engine (for assisted mode) |  |  |
| 5.10 | The platform shall have functionality to simulate new credit assessment models |  |  |
| 5.11 | The platform should classify applications stored according to their status e.g., approved, declined, cancelled, under review, closed and generate definable frequency for reports and provide real-time insights |  |  |
| 5.12 | The platform should have the ability to view the application data in a summarized form to take credit decision |  |  |
| 5.13 | Should have the ability to review rejected applications for reopening in special cases. The system should also facilitate archival of rejected applications for de-dupe purposes |  |  |
| 5.14 | The system should have a mechanism that highlights/escalates an application if it is breaching threshold timelines after followup for missing documents/ information. |  |  |
| **6** | **Customer Communication** |  |  |
| 6.1 | Customer notification (System should allow auto SMS/Emails to customer / customer-category and ability to define templates for SMS, Email, letters for individual / bulk notifications based on existing templates of the Bank) |  |  |
| 6.2 | Communication to sales officer, credit officer, superiors, customers etc. |  |  |
| 6.3 | System should trigger real time alert/notification to applicants regarding various stages of their journey e.g., Application reference no, submission confirmation, document pendency, approvals/rejection, disbursement, EMI due dates, payment confirmation etc. through various communication modes including SMS, Email, WhatsApp etc. |  |  |
| 6.4 | The notification and alerts module shall send real time alerts/notifications on each stage to various, partners/Fintech companies/Agencies/POS/DBs to ensure that each stakeholder is in sync with the process and can initiate necessary action as per defined workflow |  |  |
| 6.5 | Platform shall have the functionality to alert/notify the branch/backoffice/central processing unit/ CPAC/ RPC /Customer Care/ partners / legal team/ valuers about the customer loan journey depending on the actionable/events defined by the Bank. E.g. if KYC fails, Documents are not submitted etc. |  |  |
| **7** | **In Built Document Management Module** |  |  |
| 7.1 | The Software should store all e-mail/electronic communications (external and internal for recommendations, concurrence etc.) electronically as part of loan documentation. |  |  |
| 7.2 | Provision to upload scanned images of documents at multiple stages, with digital Platform should ensure that document/files are scanned through antivirus before loading it on to the Server |  |  |
| 7.3 | The system should provide output format to be generated in MS Word, MS Excel, Adobe Acrobat PDF, HTML, XML, CSV etc. and any format needed in future. |  |  |
| 7.4 | Output has to be a printable format with full alignment of text, images & tables. |  |  |
| 7.5 | The system should handle and generate documents like but not limited to: |  |  |
|  | a.     Loan Sanction Letter |  |  |
|  | b.     Loan Rejection Letter |  |  |
|  | c.     Loan Related Agreements |  |  |
|  | d.     Security document |  |  |
| 7.6 | The platform should be able to mask and encrypt documents, & data at rest and in transit |  |  |
| 7.7 | Platform should offer the functionality to search the document by text content, meta data or any other file attributes . |  |  |
| **8** | **Analytics, Business Intelligence, MIS, Dashboard and reporting requirements** |  |  |
| 8.1 | Ability to define operational dashboard parameters, presentation style, levels, products etc. |  |  |
| 8.2 | Provide access to multiple dashboards with flexibility of adding filters to slice the data as per requirement |  |  |
| 8.3 | Reports related to system performance metrics like response times, up times for platform as well as Fintech services additionally required by Bank also should be available |  |  |
| 8.4 | Platform shall have flexibility of defining new reports which can be generated periodically. Reports to be made downloadable across different formats as well as support the sharing of reports through various distribution methods (email/ notification/ web hook etc.) |  |  |
| 8.5 | Platform shall provide the functionality to extract standard reports in PDF and exportable to Word or Excel or CSV or other data analysis formats |  |  |
| 8.6 | Reports related to various business parameters like product-wise total sanctions, pending, rejected loans, reason of rejections, Control Returns, CRILIC etc. across journey stages, geography and hierarchy |  |  |
| 8.7 | The platform shall provide Reports like SLA reports, Stage wise pending reports, Scorecard parameter and overall score Report, User Access Rights Report, Executive Summary Report, Audit Reports, Reports related to TAT at various stages across geography and hierarchy etc. |  |  |
| 8.8 | The wireframes for the Dashboard shall be prepared and shared by the bidder |  |  |
| 8.9 | Documents should be accessible to users based on permission sets / access right |  |  |
| 8.10 | Platform shall support archival of documents of multiple and varying formats |  |  |
| **9** | **Workflow Management** |  |  |
| 9.1 | The system should have the flexibility to define workflows with lowcode / no-code to configure/ parameterize  depending on channel, product, customer type, loan amount, etc |  |  |
| 9.2 | Should be able to on board customers based on integration call received from other systems like CRM, chatbot, Internet banking, Mobile Banking, external partners etc |  |  |
| 9.3 | There should be a queuing system that has the capability to allocate based on predefined logic such as customer type, product type, skill-based routing, existing pendency/allocation, etc |  |  |
| 9.4 | Process of approval may have defined sequential and parallel movement. It should be possible to have both in workflow simultaneously. Solution should provide a feature whereby a single user (duly designated) be able to process an application from start to finish or may have limited access to a specific task |  |  |
| 9.5 | The system should have the capability to allocate particular application to specific approvers |  |  |
| 9.6 | Approver level can be defined as single approver or multiple approvers, along with committee approach |  |  |
| 9.7 | Should support Exception Approval Matrix · Define deviations based on rules for pricing, demographics and other parameters |  |  |
| 9.8 | Ability to reallocate or reassign cases from one user to another user, multiple to & fro movement of work item |  |  |
| 9.9 | The queuing feature should include the ability for escalation to higher supervising authority in case the application has remained pending without any activity for a specified threshold period |  |  |
| 9.10 | Should support capability to re-route the case to appropriate bank personnel and approval  committee in case of amendments and deviation or rule based |  |  |
| **10** | **Disbursement** |  |  |
| 10.1 | Limit management |  |  |
|  | a.     System should have push/pull abilities for customer limit positions to/from CBS. |  |  |
|  | b.     Inter-changeability from funded to non-funded & vice-versa. |  |  |
|  | c.     Multiple levels of sub-limits |  |  |
| 10.2 | The system should have provision to submit the project completion reports, stage-wise disbursal of term loan etc. of a customer with respect to the loan. The workflow should be enabled upon successful completion of the document. |  |  |
|  | a.     Project Completion Certificate |  |  |
|  | b.     Stage-wise disbursement of term Loans |  |  |
|  | c.     Post Sanction Inspection Report/end-use monitoring |  |  |
| 10.3 | System should have provision to upload stage-wise inspection reports with photographs (optional) to track the physical progress of the project & link the same with disbursement |  |  |
| 10.4 | System should have provision of seasonal discipline (as per crop season) in disbursement as per RBI guidelines |  |  |
| **11** | **Co-Lending** |  |  |
| 11.1 | Integration with Co-lender for transfer of all the documents and data |  |  |
| 11.2 | Configuration and management of Co-lending Partners, their performance etc. |  |  |
| 11.3 | 3rd party vendors for bureaus pull (CIBIL, Experian, CRIF, Equifax etc.), fraud check, KYC, address verification, employment check, ID verification and financial statements verification |  |  |
| 11.4 | Partnership model with Co-lending aggregators, eCommerce, Sourcing channels, direct sales agents,,fintechs |  |  |
| 11.5 | Capabilities like BRE decision tree underwriting, Queue criteria, video personal discussion, statement analyzer, risk & operations (document screening, risk deviation and fraud control, bank account validation, e-mandate & e-sign setup, fees & charges calculation) |  |  |
| 11.6 | Fulfillment capabilities like digitalization of loan documents, fees and charges collections, Invoice generation, cross sell |  |  |
| 11.7 | Fund transfer between Co-lender and bank (for loan disbursal and EMIs collections) |  |  |
| 11.8 | Should be able to onboard NBFC /Partners including enable partners for assisted / Self on-boarding and configuration |  |  |
| 11.9 | Escrow account management solution to be provided for both collection & disbursement. |  |  |
| 11.10 | Individual account wise records to be maintained with details of blended rate of interest. |  |  |
| 11.11 | Interest calculation for the bank as well as for the partners on the rate of interest agreed upon between the parties |  |  |
| 11.12 | NPA management and monitoring solution for individual accounts |  |  |
| 11.13 | Dashboard homepage showing pendency, sanctioned accounts, disbursed accounts, TAT, Stage of flow of proposal |  |  |
| 11.14 | Maintain 3-way accounting of 100%, 80% & 20% share loan amount |  |  |
| 11.15 | Pushing all data to Bank internal rating system and after rating, fetching of rating from Bank internal system or in-build the Bank rating model in the platform. |  |  |
| 11.16 | Pop up dialog box/early signal for anomalies (like account in SMA, Account pre-closure, RoI is not according to the scheme, partial recovery, reconciliation mismatch etc.) and compliance check box (like execution of deed of assignment, audit, mortgage & CERSAI creation, insurance etc.) |  |  |
| 11.17 | Customized report to evaluate the performance of individual NBFC & comparison between NBFCs on-boarded with the Bank (in terms Ticket size, RoI, Business etc. |  |  |
| 11.18 | Customized report showing reporting in Credit Bureau / Repository done by NBFC |  |  |
| 11.19 | Apportionment of Repayment received on pro-rata basis of various co-lending partners of monthly installments, arrears, charges, penal charges as applicable for each co-lending partner the complete book-keeping and reconciliation as well as audit trail has to be maintained for each of the payments chargeable / received. |  |  |
| 11.20 | Interest Calculations / Arrears calculations and incidental charges, disbursements and collections apportionment and reconciliation of the same, the variations in terms of RoI as well as Interest Period variations in number of days calculations (Ex. 360 / 365 days variations) of each of the co-lending partners are to be synchronized and reconciled at every stage of the loan tenure. |  |  |
| **12.0** | **Loan Monitoring** |  |  |
| 12.1 | Loan Monitoring System: Post-Sanction Follow Up/ Credit Monitoring System |  |  |
| 12.2 | The system should have facility to manage Disbursement, Repayments, Overdue Calculations including Penal charges, other incidental charges. Integrate forward and backwards i.e. DLP to CBS and CBS to DLP for data transfer. Integrate with Customer Care (Call Centre/CRM) and Collection Management Systems and various communication channels. Book keeping / Ledger keeping should be available in the Loan Management System |  |  |
| 12.3 | The System should have a separate dashboard system where branch user or controlling offices can view or track the post sanction details, depending upon the configuration of parameters setup, as per the Bank’s policy. The functional requirement of the post sanction module will be as follows – |  |  |
| 12.4 | Monitoring System: This should enable the Bank to manage the customer profiles to whom the loans have been disbursed. The customer records are to be obtained from LLMS & B@ncs24 database. Integration with B@ncs24 to this extent, to be carried out. |  |  |
| 12.5 | The monitoring system should have the following functions: |  |  |
| 12.6 | Customer Information: System should have ability to display the customer’s fund, non-fund-based and investment exposures details. |  |  |
| 12.7 | Co-Obligant and Guarantor: System should provide the view of the list of co-obligants and guarantors associated with the loan. |  |  |
| 12.8 | Guarantee Cover: Guarantee Cover page display the lists of all the guarantee cover (for Mudra loan, CGTMSE for all types of MSME loans, Credit Guarantee for Standup India Loan, NCGTC cover, for loans extended to Scheduled Castes etc.),provided to secure the loan. |  |  |
|  | Subsidy: Subsidy page allows you to manage various financial grants by the government or public bodies like CLCSS (Credit Linked Capital Subsidy Scheme), NABARD, NHB (National Horticultural Board / National Housing Bank) and TUFS (Technology Upgradation Fund Scheme), PMEGP etc. |  |  |
| 12.9 | Consortium/Multiple Banking: Details of the Consortium of banks/Multiple Banking along with fund based and non-fund-based exposures to be provided. |  |  |
| 12.10 | External Rating: Periodic updation of the External Rating of the customer to be provided. |  |  |
| 12.11 | Department Observations: Provision for entering observations of various departments and authorities on the loan to be made available. This will enable to view the observations posted by various departments/authorities in a single location and the same should be available during review/renewal of the facilities. |  |  |
| 12.12 | Security: Details of the securities (primary and collateral) provided to the loans along with first/second/pari-passu charge to be made available and security coverage of the loans also to be made available. Pending for creation of charge with various statutory authorities like CERSAI, MCA, Registrar Office, Transport Authorities etc., also to be made available. Further, the details of the legal report, vetting report, valuation date, Fair Market Value, realizable value, Distress Sale value etc. should be captured. |  |  |
| 12.13 | Claims Management |  |  |
|  | a.     CGTMSE – Claim Lodging and Tracking |  |  |
|  | b.     Interest Subsidy claim lodgment along with calculation of subsidy amount, due date etc. and have provision to track the subsidy amount from State/Central Govt. |  |  |
|  | c.     (Whether covered under ECGC/CGTMSE etc., Position of filing/receipts of claim details to include claim amount, settled amount etc. If not yet received, then what are the prospects of receiving claim from them, Amount kept in nominal etc.) |  |  |
| 12.14 | Restructuring of the Loans: Provision should be available for restructuring of the existing accounts and sanctioning of the restructuring of the loans to be supported. Particulars of restructuring (Date of restructuring, approval, restructuring details, fresh exposure etc.). |  |  |
| 12.15 | Insurance Details: The system should be able to capture details of the insurance available against charged securities (both Primary as well as Collateral). This helps the branches to renew the validity of the Insurance on time to safeguard the bank’s interest when need arises. Insurance details such as insurance company name, policy number and date, renewal date, insured property address, name of borrowable account, limits under which insurance is made, amount of insurance, period of insurance, hypothecation clause etc. Alerts are to be given before the date of expiry of insurance along with generation of letter to be sent to customer and also for renewal to the Insurance Company concerned. |  |  |
| 12.16 | Following details by TPA (Third-party agencies) should also be captured – |  |  |
|  | a.     LSR |  |  |
|  | b.     Valuation/TEV upload |  |  |
|  | c.     Credit Audit |  |  |
|  | d.     Legal Audit |  |  |
|  | e.     LRM (Loan Review Mechanism) |  |  |
|  | f.      Stock Audit |  |  |
|  | g.     Inspection by Auditors etc. |  |  |
| 12.17 | Monitoring Checklist: The system should be provided with the option of configuring the checklists for the monitoring activity at central level. For illustration, stock statement to be submitted by the borrower (Y/N), QPR/QIS/QMR to be submitted by the borrower (Y/N), ROC details to be submitted by the borrower (Y/N),Inspection reports, stock audit (if applicable) etc. Depending on the details entered, the details are to be available on the monthly monitoring report. These are to be customizable as per specific needs of the bank. |  |  |
| 12.18 | Monitoring Alerts: Alerts are to be generated on any default and sent to the Branch Head on the status of the account. System should have ability to generate the alerts on loan default, non-renewal of limits, non-Inspection of securities/non-updation of securities in SRM, stock statement due, insurance expiry, visits due, documents expiry, Deficiency in Documentation and any other defaults in the account. |  |  |
| 12.19 | Alerts in system to be categorized as below: |  |  |
|  | • Financial Nature: Financial Nature alerts are to be generated on loan default insufficient credit, frequent ad-hoc, drawing power shortfall/failure, un-regularized TOD, Interest not serviced, frequent exceeding sanction limit, frequent TOD, bouncing of cheques, devolvement of LC, invocation of BG, SMA-0/SMA-1/SMA-2 etc. These alerts will be generated and sent to the Branch Head with the bank-specific format for each account. |  |  |
|  | • Non-Financials Nature: Alerts to be generated and sent to the Branch Head with the bank specific format for each account on non-submission of stock statement within the stipulated time, non-renewal of limits with in the due date, document time-barred, visits due, expiry of insurance, security not updated in SRM etc. |  |  |
| 12.20 | Monthly Monitoring Report (MMR): System should have ability to generate the MMR on the following parameters: |  |  |
|  | a.     Watch on the operations in the account. |  |  |
|  | b.     Study and analysis of control returns viz., Stocks/Book Debt Statements, insurance, Documentation, Financial Statements, MSODs etc. |  |  |
|  | c.     Inspection of the units of the borrower/collateral. |  |  |
|  | d.     Review/renewal of credit facility. |  |  |
|  | e.     Periodic Stock/Book Debt inspection/verification. |  |  |
|  | f.      Compliance of all the sanction terms. |  |  |
|  | g.     The controlling offices should be provided with options to monitor and follow–up actions for rectifications. |  |  |
| **13** | **Audit Trail** |  |  |
| **13.1** | The system should support log setting to be changed through the configuration manager using a front-end. Any one log should always be available; No transaction should be performed without log. All logs data should be encrypted and stored. |  |  |
| **13.2** | System should support File Log .All transactions have to be logged in to a flat file with a proper delimiter and in encrypted format. |  |  |
| **13.3** | System should support Database logging – All transactions have to be logged in to database with all required data. |  |  |
| **13.4** | The audit logs should be capable of being used for forensic Evidence |  |  |
| **13.5** | All administrative activities should be properly logged with proper audit trail |  |  |
| **14** | **Collateral asset management** |  |  |
| 14.1 | Platform should have asset management / collateral management module which should also interface/ integration with different users – field/ staff/ DSA/ BC/ Jewel appraisers, valuer, technical and legal agents etc. |  |  |
| 14.2 | Platform should support attaching multiple collaterals for a single loan application and should be able to capture collateral data basis the collateral type; System should map collaterals, customers and accounts in an n-to-n multiple relationship |  |  |
| 14.3 | Support capture of additional customer data such as FATCA |  |  |
| 14.4 | Platform to provide agent/partner web interface/mobile app to send trigger for conducting field investigation based on its rule engine decision |  |  |
| **15** | **Collection / Repayment Management** |  |  |
| 15.1 | Integration of bank system with payment aggregator (to collect loan EMIs) |  |  |
| 15.2 | Integration with all communication channels (e.g., SMS, WhatsApp, chat and voice Bot, IVR, call center, collections/recovery agencies, fintech’s, etc. |  |  |
| 15.3 | Generate required reports:- SMA accounts report, performance reports of call center, branches, agencies and collections vendors and other regulatory reports |  |  |
| 15.4 | Processing claims by third party schemes/ agencies e.g., CGTMSE, Mudra, insurance (life and non-life) |  |  |
| 15.5 | Following capabilities should be available |  |  |
|  | a.     Advanced analytics pre-delinquency/ SMA segmentation model |  |  |
|  | b.     Case management and allocation to all stakeholders including DSA, agencies, call center, internal recovery and collections departments |  |  |
|  | c.     Legal management |  |  |
|  | d.     SARFESI Action |  |  |
|  | e.     Ability to calculate commitment charges based on pre-defined parameters from sanction letter etc. |  |  |
| **16** | **Training & Knowledge Transfer** |  |  |
| 16.1 | Bidder should provide the necessary training to optimal number of personnel identified by bank |  |  |
| 16.2 | Training deliverables includes:- User training plan, training material and User manuals including customizations specifically done for the bank |  |  |
| 16.3 | Training Agenda to be shared by the bidder |  |  |
| 16.4 | Training of the various self-configurable features of the solution to be provided to identified persons |  |  |
| **17** | **Management of external agencies / vendors / partners / Lawyers / Valuers etc.** |  |  |
| 17.1 | Life cycle Management - empanelment to relieving, fee payment processing, penalties etc. |  |  |
| 17.2 | Workflow Management - case assignment, capturing intermediate progress, draft report, final report submission. |  |  |
| 17.3 | Performance Management – TAT for report submission, quality of assessments, quality of reports etc. |  |  |
| 17.4 | Dashboard and Reports as per Bank’s requirement. |  |  |
| **18** | **Management of DSA (Corporate and Retail), Sub-agents / Business Correspondents etc.** |  |  |
| 18.1 | Life cycle Management - empanelment to relieving, Commission payment processing, penalties etc. |  |  |
| 18.2 | Workflow Management – Lead intimation and servicing, Update intermediate progress etc. |  |  |
| 18.3 | Performance Management – TAT for report conversions, quality of leads etc. |  |  |
| 18.4 | Dashboard and Reports as per Bank’s requirement. |  |  |

**Part 4: Technical Requirements of the Digital Lending Platform:**

**Please note all features listed below are mandatory. Bidder has to specify what is readily available of the platform as A- Available and C- if it requires customization**

|  |  |  |  |
| --- | --- | --- | --- |
| **Annexure 13 - Technical Specifications** | | | |
| **Sr. No.** | **Technical Requirements** | **Mention A or C** | Remarks |
| 1 | The DLP Platform should provide an omnichannel experience across web portal, native mobile app, web app, messaging platforms, wearables etc. and other required channels with consistent, convenient and excellent User Interface (UI) and User? |  |  |
| 2 | Screens, features and journeys on the platform should be built using Low Code/No Code techniques and prebuilt accelerators/journey components/assets etc. quickly without requiring technical knowledge, coding skills or any vendor proprietary skills? |  |  |
| 3 | The proposed solution should be designed with MACH (microservices, API, cloud native and headless), scalable, plug and play, composable, modular, independent and loosely coupled architecture |  |  |
| 4 | Adhere to below design principles for microservices architecture. Each micro-service should have independent development, testing, integration, and support capability ,should be reusable, should follow optimal design |  |  |
| 5 | The Platform should leverage container platform for hosting/deployment as detailed in the RFP? |  |  |
| 6 | Leverage a container platform to build, host and run the microservices  a) Underlying container platform should be compatible with on-premises, private cloud and public cloud installations b) Single control plane should cover all possible deployments (on-premises, private cloud, public cloud etc.), while control plane should be deployed in on-premises or private network only c) The successful bidder should provide the underlying container platform like RedHat OpenShift, Kubernetes etc., other required software (like control plane, service mesh etc.) and licenses as required by the solu |  |  |
| 7 | In the event the bank decides to move the platform to a cloud environment in future , the platform should be cloud native (ready for lift and shift from on-prem to cloud) and support runtime Containerization to facilitate on demand / automated and seamless scalability, based on request / volume or infra resource utilization or ability to increase concurrent instances based on utilization threshold limits. |  |  |
| 8 | Platform leverages CDN per specifications detailed in the RFP? |  |  |
| 9 | The platform should provide API integrations for all features is designed to integrate with other systems using RESTful APIs?. |  |  |
| 10 | Platform integrates through API gateway, event streaming layer, message broker, ESB etc. and other integration systems per Bank’s IT landscape and detailed API documentation is available with various internal/ external systems on web services messaging formats like REST API / SOAP, with standardized data formats JSON, XML, ISO 8583 etc.? |  |  |
| 11 | Platform should be able to integrate with Banks required systems – existing CBS, new CBS, CP4I (ESB, API Gateway, Event Streaming), new LOS, SysArc LOS ,Datawarehousing systems etc. |  |  |
| 12 | Platform conforms to Zero Trust security model, PA-DSS guidelines, OWASP top 10, data encryption standards and other specifications listed in the RFP? |  |  |
| 13 | Platform meets all authentication and authorization requirements like role-based access model, multi factor authentication, integration with Bank’s security systems, EFRMS integration and other requirements listed in the RFP? |  |  |
| 14 | Platform meets all advanced security requirements like PIN, biometrics support (fingerprint, face recognition), rooted device detection, geofencing etc. listed in the RFP? |  |  |
| 15 | Platform guarantees 99.95% availability and fault tolerance (per evidence provided)? |  |  |
| 16 | Platform is scalable to meet required performance metrics listed in Key Metrics section of the RFP (per evidence provided)? |  |  |
| 17 | Platform uses DevSecOps practices for CI/CD, release management, code quality and code coverage? |  |  |
| 18 | Should support horizontal scalability at module/service level to handle required transaction volumes and composable architecture |  |  |
| 19 | Platform provides integrated automated testing solution or vendor has provided evidence of automated testing of platform features? |  |  |
| 20 | Platform provides monitoring, error logging and reporting capabilities for application monitoring, performance monitoring and troubleshooting? |  |  |
| 21 | Platform provides audit, event/click stream data, transaction logging etc. for integration with existing APM, SIEM or other system required by Bank? |  |  |
| 22 | The platform should be capable of Active Directory (AD) / LDAP SSO/IDAM Solutions integration for single sign-on authentication for designated users. |  |  |
| 23 | The platform must support load balancing with H.A. across multiple servers/ clusters with seamless failover, complete disaster recovery and optimal service delivery, Single application failure etc. with No Single Point of Failure |  |  |
| 24 | Web Application should work in all major browsers like Google Chrome, Microsoft Edge, Apple Safari, Mozilla Firefox etc |  |  |
| 25 | The platform should integrate with the Bank’s existing Ticketing tool and Application Performance Monitoring Tool. |  |  |
| 26 | The platform should provide configurable on-demand, real time reports, reconciliation data files, dashboards, etc. as per the needs and specifications of the Bank with drill down/ slice and dice / multi-dimensional views/reports. |  |  |
| 27 | Provide advanced features such as personalization, user tracking (usage, clicks etc.), conversational UX integrated into the digital lending journeys |  |  |
| 28 | Provide same view/structure of digital lending journeys in all major OS platforms (Mac OS, Windows OS, Linux, iOS, Android etc.) and browsers (Chrome, Safari, Firefox, Edge etc.). UI features should be browser independent |  |  |
| 29 | Provide compatibility with all leading mobile phones and tablets, and provide responsive designs across various screen sizes |  |  |
| 30 | Provide personalized offers and nudges based on financial history, lending history, interests etc. |  |  |
| 31 | Should support Personalization |  |  |
| 32 | Should Support Mobile push notifications, web push notifications, in-app notifications, as well as email notifications based on business requirement |  |  |
| 33 | Should have the capability for user and platform administrators to customize the view of landing page and other screens through selection of widgets, tiles etc. with options to add or remove per preference |  |  |
| 34 | Should provide a Unified customer view through data (browsing, transactional, demographic etc.) aggregation from multiple sources to decide personalization requirements |  |  |
| 35 | Support partner, fintech and ecosystem integrations through APIs, including catalog of digital services and APIs, automation features and accelerators for faster integration/onboarding, and other best in class open banking features |  |  |
| 36 | Have optimized content delivery, especially of assets (images, java script, style sheets etc.) over a Content Delivery Network (CDN) to ensure consistent user experience even in high-latency/low-bandwidth network coverage and older devices |  |  |
| 37 | a)    CDN integration should be done for all higher environments such as UAT and Production across all origin sites (DR, DC, Near-DR etc.) b) The CDN should be a commercially available OEM supported platform c)The CDN should have extensive presence in India (including Tier 2, Tier 3 cities, rural areas etc.) to ensure consistency of experience irrespective of the location |  |  |
| 38 | a)    Leverage modern DevSecOps practices for faster and secure deployments of upgrades, patches and release management b)    Leverage automated testing and performance testing to improve quality and speed of delivery |  |  |
| 39 | The Platform should Comply with PA-DSS guidelines/standards |  |  |
| 40 | The platform should encrypts data in transit and at rest through minimum AES256 or TLS/SSL certificates (generated or provided by the Bank), or other best-in-class security architecture |  |  |
| 41 | Platform should support , reading the SIM serial no. and IMEI (International Mobile Equipment Identity) number (SIM and device binding), and stores for monitoring and audit |  |  |
| 42 | Provides two factor authentication (2FA) ass default and any additional authentication based on the risk assessment of the customer / user profile in Bank’s EFRM system |  |  |
| 43 | Provides PII data masking and isolation as per Bank’s security standards and other regulatory standards |  |  |
| 44 | Provides a Consent Management Platform (CMP) to comply with Indian data privacy regulations and GDPRs |  |  |
| 45 | Provides security features for protecting against attacks such as XML, DoS, DdoS, brute-force and injection attacks (SQL, OS, XSS injection, etc.), and high traffic rate from malicious IP addresses across all interfaces (digital channels, APIs, web portals etc.) |  |  |
| 46 | Should provide prevention devices such as WAF, Firewalls/Anti DdoS/NIPS, honeypot creation and any other control mechanism as part of automatic real time or near real time response mechanism |  |  |
| 47 | Provides administrative portals with strong authentication and authorization mechanism a)    Provides secured Role Based Access Control (RBAC) modules |  |  |
| 50 | Should provides role-based authorization (OAUTH with JWT token), privileged user management (PIM), file integrity management (FIM) |  |  |

**Part 5: Presentation and Demo: Will carry a maximum marks of 100 marks**

* Presentation will be scored against the following criteria:
  + Understanding of scope and proposed approach
  + Ability to meet expected timelines
  + Differentiation of product
  + Implementation expertise and availability of resources
  + Response to questions
  + Proposed Team members for Project

**Part 6: Presentation and Demo: Will carry a maximum marks of 150 marks**

* Demo should cover the following scope in addition to key differentiators of the product or anything other feature which the bidder wants to cover within the allocated time:
  + Pre-built journeys: 1 journey in each segment (Retail, MSME, Agri)
  + Hyper-personalization features
  + Omni-channel interface - Mobile App, Web, Tab
  + User experience, general navigation, visual clarity and appeal
* During presentation and demo visit by the bank , bidder should share the profile of 4 to 5 resources ,including the project manager who shall be working on the project should be shown

# Annexure 14: Bidder’s Particulars

|  |  |  |
| --- | --- | --- |
| **#** | **Particulars** |  |
|  | Name of the Bidder |  |
|  | Address with E mail id, Mobile no. and Pin code |  |
|  | GST Number |  |
|  | Bank Details |  |
|  | PAN Number |  |
|  | Name of Authorised Person  Mobile No:  Landline No: |  |
|  | i. Email ID  ii. Alternative Email ID |  |
|  | Details of Document cost / Tender fee | UTR/Reference No. date & Amount |
|  | Details of EMD | BG/UTR/Reference No. date & Amount |
|  | Exemption Certificate details (if applicable). Eg: MSME/Udyog Aadhar certificate etc. | Please upload copy of the same along with details |

Signature

Name:

Designation:

Seal of Company

Date:

# Annexure 15: Letter For Refund of EMD

(This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)

Date:­­­­­­­\_\_\_\_\_

To,

The General Manager-IT

DIT, Central Bank of India, Central Office,

Sector 11, CBD Belapur,

Navi Mumbai – 400614

Sir,

**Subject: RFP CO:DIT:PUR:2022-23:370 for Digital Lending Platform - Supply, Implementation and Maintenance under CAPEX Model - Letter For Refund Of Emd**

We (Company Name) had participated in the Request for Proposal RFP **CO:DIT:PUR:2022-23:370** for **Digital Lending Platform - Supply, Implementation and Maintenance under CAPEX Model** and we are an unsuccessful bidder.

Kindly refund the EMD submitted for participation. Details of EMD submitted are as follows:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Sr. No. | Bidder Name | DD/BG Number | Drawn on Bank Name | Amount (Rs) |
|  |  |  |  |  |

Bank details to which the money needs to be credited via NEFT are as follows

1. Name of the Bank with Branch
2. Account Type
3. Account Title
4. Account Number
5. IFSC Code

**Date:**

**Place:**

**Signature of Authorized Signatory:**

**Name of Signatory**

**Designation:**

**Seal of Company**

# Annexure 16: NPA Undertaking

(This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)

Date:­­­­­­­\_\_\_\_\_

To,

The General Manager-IT

DIT, Central Bank of India, Central Office,

Sector 11, CBD Belapur,

Navi Mumbai – 400614

Sir,

**Subject: RFP CO:DIT:PUR:2022-23:370 for Digital Lending Platform - Supply, Implementation and Maintenance under CAPEX Model**

We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(bidder name), hereby undertake that-

* We have not have been declared NPA by any Bank in India.
* Further, we do not have any pending case with any organization across the globe which affects our credibility to service the bank.

Yours faithfully,

Authorized Signatory Name:

Designation:

Bidder’s Corporate Name Address:

Email and Phone:

# Annexure 17: Undertaking letter - Land Border Sharing

(This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)

Date:­­­­­­­\_\_\_\_\_

To,

The General Manager-IT

DIT, Central Bank of India, Central Office,

Sector 11, CBD Belapur,

Navi Mumbai – 400614

Sir,

**Subject: RFP CO:DIT:PUR:2022-23:370 for Digital Lending Platform - Supply, Implementation and Maintenance under CAPEX Model**

We, M/s\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ are a private/ public limited company/ LLP/ firm <strike off whichever is not applicable> incorporated under the provisions of the Companies Act, 1956/2013, Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (referred to as the “Bidder”) are desirous of participating in the Tender Process in response to our captioned RFP and in this connection we hereby declare, confirm and agree as follows:

We, the Bidder have read and understood the contents of the RFP and Office Memorandum & the Order (Public Procurement No.1) both bearing no.F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/ procurement of goods and services, of any Bidder from a country which shares a land border with India and/ or sub-contracting to contractors from such countries.

In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we, the Bidder hereby declare and confirm that:

Strike off whichever is not applicable

1. “I/we have read the clause regarding restrictions on procurement from a bidder of the country which shares a land border with India; I/ we certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is not from such a country.
2. “I/we have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I/we certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is from such a country. I hereby certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ fulfils all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached]”

Further, in case the work awarded to us, I/we undertake that I/we shall not subcontract any of assigned work under this engagement without the prior permission of Bank.

Further, we undertake that I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that our subcontractor is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that our sub-contractor fulfils all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority]”

We, hereby confirm that we fulfil all the eligibility criteria as per the office memorandum/ order mentioned above and RFP and we are eligible to participate in the Tender process. We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its rights to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. Bank shall also be within its right to forfeit the security deposits/ earnest money provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

This declaration cum Undertaking is executed by us through our Authorized signatory/ ies after having read and understood the Office Memorandum and Order including the words defined in the said order.

Dated this \_\_\_\_\_\_\_\_\_\_\_\_\_ by \_\_\_\_\_\_\_\_\_\_\_20\_\_

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder’s Corporate Name:

Address:

Email & Phone No.:

List of documents enclosed:

* + 1. Copy of Certificate of valid registration with the Competent Authority (strike off if not applicable)
    2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
    3. ­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
    4. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Annexure 18: Cover Letter

(This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)

Date:­­­­­­­\_\_\_\_\_

To,

The General Manager-IT

DIT, Central Bank of India, Central Office,

Sector 11, CBD Belapur,

Navi Mumbai – 400614

Sir,

**Subject: RFP CO:DIT:PUR:2022-23:370 for Digital Lending Platform - Supply, Implementation and Maintenance under CAPEX Model**

1. Having examined the Scope Documents including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, install and maintain all the items mentioned in the ‘Request for Proposal’ and the other schedules of requirements and services for your bank in conformity with the said Scope Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Scope.
2. If our Bid is accepted, we undertake to abide by all terms and conditions of this Scope and also to comply with the delivery schedule as mentioned in the Scope Document.
3. We agree to abide by this bid Offer for 180 days from date of bid (Commercial Bid) opening and our Offer shall remain binding on us which may be accepted by the Bank any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.
6. We certify that we have provided all the information requested by the bank in the format prescribed for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Authorized Signatory Name:

Designation:

Bidder’s Corporate Name Address:

Email and Phone:

# Annexure 19: Comments on T&C

Comments on the Terms & Conditions, Services and Facilities provided:

[Please provide your comments on the Terms & Conditions in this section. You are requested to categorize your comments under appropriate headings such as those pertaining to the scope of work, Delivery timelines, Terms & Conditions etc. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose as shown below.]

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sr. No.** | **Page #** | **Point / Section #** | **Clarification point as stated in the tender document** | **Comment/ Suggestion/ Deviation** |
| 1 |  |  |  |  |
| 2 |  |  |  |  |
| 3 |  |  |  |  |
| 4 |  |  |  |  |
| 5 |  |  |  |  |
| 6 |  |  |  |  |
| 7 |  |  |  |  |
| 8 |  |  |  |  |
| 9 |  |  |  |  |

Date:

Authorised Signatory & Stamp

(Name: Contact Person, Phone No., Fax, E-mail)

# Annexure 20: Query Format

Queries:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sr. No.** | **Page #** | **Point / Section #** | **Query** | **Banks Response (Bidder Should not fill in this column)** |
| 1 |  |  |  |  |
| 2 |  |  |  |  |
| 3 |  |  |  |  |
| 4 |  |  |  |  |
| 5 |  |  |  |  |
| 6 |  |  |  |  |
| 7 |  |  |  |  |
| 8 |  |  |  |  |
| 9 |  |  |  |  |

Date:

Authorised Signatory & Stamp

(Name: Contact Person, Phone No., Fax, E-mail)

# Annexure 21: Eligibility Criteria Compliance

(This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)

Bidder needs to comply with the eligibility criterion mentioned below. Non-compliance with any of these criterions would result in outright rejection of bidder’s proposal. Bidder is expected to provide proof for each of the points for eligibility evaluation criteria. Any credential detail not accompanied by required relevant proof documents will not be considered for evaluation. All credential letters should be appropriately bound, labeled and segregated in the respective areas. There is no restriction on the number of credentials a bidder can provide.

The decision of Bank pertaining to Eligibility Criteria evaluation would be final and binding on all the bidders. Bank may accept or reject an offer without assigning any reason whatsoever.

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl No** | **Eligibility of the Bidder** | **Documents to be submitted** | **Compliance**  **(Y/N)** |
| 1 | Bidder should be a Registered company under Indian Companies Act. 1956/2013 or LLP/Partnership firm and should have been in existence for a minimum period of **3 *years*** in India, as on date of submission of RFP | Copy of the Certificate of Incorporation issued by Registrar of Companies/Registrar of firms and full address of the registered office of the bidder |  |
| 2 | Bidder should be registered under G.S.T. and/or tax registration in state where bidder has a registered office | Proof of registration with GSTIN |  |
| 3 | The bidder should have an annual turnover of INR 25 Crores per annum in India any two of the last three financial years (i.e. 2019-20, 2020-21 and 2021-22) as per the audited balance sheet available at the time of submission of tender, of individual company and not as group of companies | Copy of audited Balance Sheet and  Certificate of the Chartered Accountant for preceding two FYs |  |
| 4 | The bidder should have positive net worth in any two of the last three financial years (i.e. 2019-20, 2020-21 and 2021-22) of over 10 Crores | Copy of audited Balance Sheet and  Certificate of the Chartered Accountant for preceding three FY |  |
| 5 | The Bidder should have a minimum of experience of 2 years in delivering software products and services commercially  in the area of Digital Lending Platform | Submit the undertaking on Company’s letter head |  |
| 6 | The Bidder should have implemented Digital Lending Platform using the offered solution at least in 2 Scheduled Commercial Banks in India having at least 500 branches each  AND  one NBFC with over 10,000 crores using this lending platform | Credential letters along with proof of transaction |  |
| 7 | Bidder/OEM should have a full-scale Development and Support center in India with at least 100 resources across technical roles like Enterprise Architect, Developer (front end/back end), UI/UX Designer, DevOps Engineer, Automation Tester etc.  Bidder/ OEMs should have service/ support infrastructure at Mumbai/ Hyderabad and should be able to provide efficient and effective support | Submit self-declaration on Company’s letter head |  |
| 8 | At the time of bidding, the Bidder should not have been blacklisted/debarred/ by any Govt. / IBA/RBI/PSU /PSE/ or Banks, Financial institutes for any reason or non-implementation/ delivery of the order. Self-declaration to that effect should be submitted along with the technical bid. | Submit an undertaking on Company’s letter head |  |
| 9 | At the time of bidding, there should not have been any pending litigation or any legal dispute in the last 2 years, before any court of law between the Bidder or OEM and the Bank regarding supply of goods/services. | Submit an undertaking / self-declaration on Company’s letter head |  |
| 10 | Bidder/OEM should not have   * NPA with any Bank /financial institutions in India * Any case pending or otherwise, with any organization across the globe which affects the credibility of the Bidder in the opinion of Central Bank of India to service the needs of the Bank | Submit self-declaration on Company’s letter head. |  |
| 11 | If the bidder is from a country which shares a land border with India, the bidder should be registered with the Competent Authority | Certified copy of the registration certificate |  |
|  |  |  |  |

The bidder must submit only such document as evidence of any fact as required herein. The Bank, if required, may call for additional documents during the evaluation process and the bidder will be bound to provide the same.

\*CBI reserves the right to verify references provided by the Bidder independently. Any decision of CBI in this regard shall be final, conclusive and binding up on the bidder.  CBI may accept or reject an offer without assigning any reason whatsoever.

1. Bidders need to ensure compliance to all the eligibility criteria points.
2. In-case of corporate restructuring the earlier entity’s incorporation certificate, financial statements, Credentials, etc. may be considered.
3. In case of business transfer where Bidder has acquired a Business from an entity (“Seller”), work experience credentials of the Seller in relation to the acquired business may be considered.
4. Purchase orders without relevant organization confirmation through a credential letter will not be considered as credentials.
5. If an agent submits a bid on behalf of the Bidder/ OEM, the same agent shall not submit a bid on behalf of another Principal/ OEM for the same solution.
6. Scheduled Commercial Bank does not include Payments Bank, Cooperative Banks or RRBs.
7. While submitting the bid, the Bidder is required to comply with inter alia the following CVC guidelines detailed in Circular No. 03/01/12 (No.12-02-6 CTE/SPI (I) 2 / 161730 dated 13.01.2012): ‘Commission has decided that in all cases of procurement, the following guidelines may be followed:
8. *In RFP, either the Indian agent on behalf of the Bidder/OEM or Bidder/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same RFP. The reference of 'item/product' in the CVC guidelines refer to ‘the final solution that bidders will deliver to the customer.*
9. *If an agent submits bid on behalf of the Bidder /OEM, the same agent shall not submit a bid on behalf of another Bidder /OEM in the same RFP for the same item/product.’*

Authorised Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

# Annexure 22: Guidelines on banning of business dealing

**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 CENTRAL BANK OF INDIA shall apply for registration in the prescribed Application –Form.

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/ retainer ship being paid by the principal to the agent before the placement of order by CENTRAL BANK OF INDIA.

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 (i.e. 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 Bank, it shall be confirmed whether it is real substantial Bank 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 CENTRAL BANK OF INDIA 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 CENTRAL BANK OF INDIA 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 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 to rejection or in the event of a contract materializing, the same liable to termination by CENTRAL BANK OF INDIA. Besides this there would be a penalty of banning business dealings with CENTRAL BANK OF INDIA or damage or payment of a named sum.

|  |  |
| --- | --- |
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**1. Introduction**

1.1 Central Bank of India, being a Public Sector Enterprise and ‘State’, within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. CENTRAL BANK OF INDIA has also to safeguard its commercial interests. CENTRAL BANK OF INDIA deals with Agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of CENTRAL BANK OF INDIA to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on CENTRAL BANK OF INDIA to observe principles of natural justice before banning the business dealings with any Agency.

1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

**2.Scope**

2.1 The General Conditions of Contract (GCC) of CENTRAL BANK OF INDIA generally

provide that CENTRAL BANK OF INDIA reserves its rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.

2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies / customers / Buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same may be incorporated.

2.3 However, absence of such a clause does not in any way restrict the right of Bank (CENTRAL BANK OF INDIA) to take action / decision under these guidelines in appropriate cases.

2.4 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.

2.5 These guidelines apply to all the Units and subsidiaries of CENTRAL BANK OF INDIA.

2.6 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.

2.7 The banning shall be with prospective effect, i.e., future business dealings.

**3. Definitions**

In these Guidelines, unless the context otherwise requires:

i) ‘Party / Contractor / Supplier / Purchaser / Customer/Bidder/Tenderer’ shall mean and include a public limited Bank or a private limited Bank, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. ‘Party / Contractor / Supplier / Purchaser / Customer/ Bidder / Tenderer’ in the context of these guidelines is indicated as ‘Agency’.

ii) ‘Inter-connected Agency’ shall mean two or more companies having any of the following features:

a) If one is a subsidiary of the other.

b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;

c) If management is common;

d) If one owns or controls the other in any manner;

iii) ‘Competent Authority’ and ‘Appellate Authority’ shall mean the following:

a) For Bank (entire CENTRAL BANK OF INDIA) wide Banning Executive Director (GAD) shall be the “Competent Authority” for the purpose of these guidelines. Chairman & Managing Director, CENTRAL BANK OF INDIA shall be the “Appellate Authority” in respect of such cases except banning of business dealings with Foreign Suppliers of imported coal/coke.

b) For banning of business dealings with Foreign Suppliers of imported goods, CENTRAL BANK OF INDIA Executive Directors‟ Committee (EDC) shall be the “Competent Authority”. The Appeal against the Order passed by EDC, shall lie with Chairman & Managing Director, as First Appellate Authority.

c) In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach CENTRAL BANK OF INDIA Board as Second Appellate Authority.

d) For Zonal Offices Only

Any officer not below the rank of Deputy General Manager appointed or nominated by the Head of Zonal Office shall be the “Competent Authority” for the purpose of these guidelines. The Head of the concerned Zonal Office shall be the “Appellate Authority” in all such cases. e) For Corporate Office only

For procurement of items / award of contracts, to meet the requirement of Corporate Office only, Head of GAD shall be the “Competent Authority” and concerned Executive Director (GAD) shall be the “Appellate Authority”.

e) Chairman & Managing Director, CENTRAL BANK OF INDIA shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.

iv) ‘Investigating Department’ shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.

v) ‘List of approved Agencies - Parties / Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers shall mean and include list of approved / registered Agencies - Parties/ Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers, etc.

**4. Initiation of Banning / Suspension**

Action for banning / suspension business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. Besides the concerned department, Vigilance Department of each Unit /Corporate Vigilance may also be competent to advise such action.

**5. Suspension of Business Dealings**

5.1 If the conduct of any Agency dealing with CENTRAL BANK OF INDIA is under

investigation by any department (except Foreign Suppliers of imported goods), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.

5.2 The order of suspension shall be communicated to all Departmental Heads within the Plants / Units. During the period of suspension, no business dealing may be held with the Agency.

5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of CENTRAL BANK OF INDIA, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to ED (GAD), CENTRAL BANK OF INDIA Corporate Office along with the material available. If Corporate Office considers that depending upon the gravity of the misconduct, it would not be desirable for all the Units and Subsidiaries of CENTRAL BANK OF INDIA to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the Units by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue.

5.5 For suspension of business dealings with Foreign Suppliers of imported goods, following shall be the procedure:-

i) Suspension of the foreign suppliers shall apply throughout the Bank including Subsidiaries.

ii) Based on the complaint forwarded by ED (GAD) or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of CENTRAL BANK OF INDIA to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director, GAD to place it before Executive Directors Committee (EDC) with ED (GAD) as Convener of the Committee. The committee shall expeditiously examine the report, give its comments/recommendations within twenty one days of receipt of the reference by ED, GAD.

iii) If EDC opines that it is a fit case for suspension, EDC may pass necessary orders which shall be communicated to the foreign supplier by ED, GAD.

5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months’ time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

**6. Ground on which Banning of Business Dealings can be initiated**

6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrant;

6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or CENTRAL BANK OF INDIA, during the last five years;

6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc.;

6.4 If the Agency continuously refuses to return / refund the dues of CENTRAL BANK OF INDIA without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;

6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;

6.6 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;

6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts and / or fudging /forging /tampering of documents;

6.8 If the Agency uses intimidation / threatening or brings undue outside pressure on the Bank (CENTRAL BANK OF INDIA) or its official in acceptance / performances of the job under the contract;

6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;

6.10 Willful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Bank (CENTRAL BANK OF INDIA) or not;

6.11 Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the Bank (CENTRAL BANK OF INDIA) or even otherwise;

6.12 Established litigant nature of the Agency to derive undue benefit;

6.13 Continued poor performance of the Agency in several contracts;

6.14 If the Agency misuses the premises or facilities of the Bank (CENTRAL BANK OF INDIA), forcefully occupies, tampers or damages the Bank’s properties including land, water resources, forests / trees, etc.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

**7 Banning of Business Dealings**

7.1 A decision to ban business dealings with any Agency should apply throughout the Bank Including Subsidiaries.

7.2 There will be a Standing Committee in each Zone to be appointed by Head of Zonal Office for processing the cases of “Banning of Business Dealings” except for banning of business dealings with foreign suppliers of goods. However, for procurement of items / award of contracts, to meet the requirement of Corporate Office only, the committee shall be consisting of General Manager / Dy. General Manager each from Operations, Law & GAD. Member from GAD shall be the convener of the committee. The functions of the committee shall, inter-alia include:

i) To study the report of the Investigating Agency and decide if a prima-facie case for Bank- wide / Local unit wise banning exists, if not, send back the case to the Competent Authority.

ii) To recommend for issue of show-cause notice to the Agency by the concerned department.

iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.

iv)To submit final recommendation to the Competent Authority for banning or otherwise.

7.3 If Bank wide banning is contemplated by the banning Committee of any Zone, the proposal should be sent by the committee to ED (GAD) through the Head of the Zonal Office setting out the facts of the case and the justification of the action proposed along with all the relevant papers and documents. GAD shall get feedback about that agency from all other Zones and based on this feedback, a prima-facie decision for banning / or otherwise shall be taken by the Competent Authority. At this stage if it is felt by the Competent Authority that there is no sufficient ground for Bank wide banning, then the case shall be sent back to the Head of Zonal Office for further action at the Zone level. If the prima-facie decision for Bank-wide banning has been taken, ED (GAD) shall issue a show-cause notice to the agency conveying why it should not be banned throughout CENTRAL BANK OF INDIA.

After considering the reply of the Agency and other circumstances and facts of the case, ED (GAD) will submit the case to the Competent Authority to take a final decision for Bank-wide banning or otherwise.

7.4 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.

7.5 Procedure for Banning of Business Dealings with Foreign Suppliers of imported goods.

i) Banning of the agencies shall apply throughout the Bank including Subsidiaries.

ii) Based on the complaint forwarded by ED (GAD) or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of CENTRAL BANK OF INDIA to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director, GAD to place it before Executive Directors‟ Committee (EDC) with ED (GAD) as Convener of the Committee.

iii) The committee shall expeditiously examine the report, give its comments/ recommendations within twenty one days of receipt of the reference by ED(GAD).

iv) If EDC opines that it is a fit case for initiating banning action, it will direct ED (GAD) to issue show-cause notice to the agency for replying within a reasonable period.

v) On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by ED (GAD) to EDC for consideration & decision.

vi) The decision of the EDC shall be communicated to the agency by ED (GAD).

**8 Removal from List of Approved Agencies - Suppliers / Contractors, etc.**

8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.

8.2 The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but Limited Tender Enquiry (LTE) may not be given to the Agency concerned.

8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

**9 Show Cause Notice**

9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defense.

9.2 If the Agency requests for inspection of any relevant document in possession of CENTRAL BANK OF INDIA, necessary facility for inspection of documents may be provided.

9.3 The Competent Authority may consider and pass an appropriate speaking order:

a) For exonerating the Agency if the charges are not established;

b) For removing the Agency from the list of approved Suppliers / Contactors, etc. c) For banning the business dealing with the Agency.

9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

**10 Appeal against the Decision of the Competent Authority**

10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

**11 Review of the Decision by the Competent Authority**

Any petition / application filed by the Agency concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Competent Authority upon disclosure of new facts / circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee/EDC as the case may be for examination and recommendation.

**12 Circulation of the names of Agencies with whom Business Dealings have been banned**

12.1 Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.

12.2 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.

12.3 If business dealings with any Agency has been banned by the Central or State Government or any other Public Sector Enterprise, CENTRAL BANK OF INDIA may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter-connected Agencies.

Based on the above, Zonal Offices may formulate their own procedure for implementation of the Guidelines and same be made a part of the tender documents

# Annexure 23: List Of Software Components

Date:­­­­­­­\_\_\_\_\_

To,

The General Manager-IT

DIT, Central Bank of India, Central Office,

Sector 11, CBD Belapur,

Mumbai - 400614

Dear Sir,

**Subject: List of Software Components required for implementation of RFP CO:DIT:PUR:2022-23:370 for Digital Lending Platform - Supply, Implementation and Maintenance under CAPEX Model**

The below software are proposed for implementation of scope mentioned in RFP. If Bank would like to procure the below licenses (Complete or partial) independently, we will support and co-operate with Bank for procurement of licenses in line with CVC guidelines.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Sr No. | Software / Tool or Component Required | OEM Name | Justification (Why Software is needed) | Licensing Metric for software (User Based/ Processor Based/ any other) |
|  |  |  |  |  |
|  |  |  |  |  |

The below Hardware items are proposed for implementation of scope mentioned in RFP. If  
Bank would like to procure the below items (Complete or partial) independently, we will support and co-operate with Bank for procurement of licenses in line with CVC guidelines

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Sr No. | Hardware Item or Component Required | Quantity | OEM Name | Size of Hardware for provisioning Racks space | Number of Power Inputs and Power consumption for device |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

Date:  
Place:  
Signature of Authorized Signatory:  
Name of Signatory:  
Designation:  
Seal of Company:

# Annexure 24 - Undertaking For 7 Year Roadmap

Date:­­­­­­­\_\_\_\_\_

To,

The General Manager-IT

DIT, Central Bank of India, Central Office,

Sector 11, CBD Belapur,

Mumbai - 400614

Sir,

**Ref.: RFP CO:DIT:PUR:2022-23:370 for Digital Lending Platform - Supply, Implementation and Maintenance under CAPEX Model**

We, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby confirm that as a prime bidder and the product provider, would deliver, install and maintain the Digital Lending Platform solution. We also commit to support the solution for a minimum period of 7 years and further period of another 3 years if extended.

Authorized Signatory  
Name:   
Designation:  
Vendor’s Corporate Name:  
Address:  
Email and Phone:

# Annexure 25: Proposed Team Profile

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| S.NO | Type of work | Name of team members | Qualification & certification | Previous Banks where team member was associated | Duration of team member association | No. of years of experi ence |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

We hereby acknowledge that the information provided by us is true and to the Best of our Knowledge

Place:  
Date: Seal and signature of the bidder

# Annexure 26: Format for Local Content

(This letter should be on the letterhead of the bidder as well as the OEM/ Manufacturer duly signed by an authorized signatory on Information security as per regulatory requirement)

CERTIFICATION FOR LOCAL CONTENT

Date:­­­­­­­\_\_\_\_\_

To,

The General Manager-IT

DIT, Central Bank of India, Central Office,

Sector 11, CBD Belapur,

Mumbai - 400614

**Ref.: RFP CO:DIT:PUR:2022-23:370 for Digital Lending Platform - Supply, Implementation and Maintenance under CAPEX Model**

Bidder Name:

This is to certify that proposed RFP **CO:DIT:PUR:2022-23:370 for Digital Lending Platform - Supply, Implementation and Maintenance under CAPEX Model i**s having the local content of % as defined in the above mentioned RFP and amendment thereto.

This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 – Revision vide Order No. P-45021/2/2017-PP (BE-II) dated 04th June, 2020.

Signature of Statutory Auditor/Cost Auditor

Registration Number: Seal

Countersigned by the bidder:

Bidder – (Authorized Signatory)

# Annexure 27: Undertaking Of Information Security

(This letter should be on the letterhead of the bidder as well as the OEM/ Manufacturer duly signed by an authorized signatory on Information security as per regulatory requirement)

Date:­­­­­­­\_\_\_\_\_

To,

The General Manager-IT

DIT, Central Bank of India, Central Office,

Sector 11, CBD Belapur,

Navi Mumbai – 400614

Sir,

**Subject: RFP CO:DIT:PUR:2022-23:370 for Digital Lending Platform - Supply, Implementation and Maintenance under CAPEX Model**

We hereby undertake that the proposed solution / software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/ modifications done).

Also, undertake that the proposed solution / software to be supplied will be complying to Bank’s Information Security Policy (of the version of the application being delivered as well as any subsequent versions/modifications done). And new IS requirement will be compiled within the timeline set by Bank / Regulatory agencies.

Authorized Signatory Name:

Designation:

Bidder’s Corporate Name Address:

Email and Phone:

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*