



## **INDIAN BANK**

### **REQUEST FOR QUOTATION**

#### **SUPPLY, IMPLEMENTATION AND MAINTENANCE OF SUPPLY CHAIN FINANCE SOLUTION**

**RFQ REFERENCE NUMBER: CO:CC:001/R1:2022-23 DATED 06.08.2022**

**INDIAN BANK  
Corporate Credit Department  
Corporate Office,  
254-260, Avvai Shanmugam Salai,  
Royapettah, Chennai - 600 014**

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Note: This is a limited RFQ and information regarding the same will be shared with the bidders who have already made their presentation to the bank.

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## ABBREVIATIONS USED IN THE DOCUMENT

<b>Abbreviation</b>	<b>Expansion</b>
2FA	Two-factor authentication
AMC	Annual Maintenance contract
API	Application Programming Interface
ATS	Annual Technical Support
BI	Business intelligence
BPM	Business Process Management
CA	Chartered Accountant
CBS	Core Banking Solution
CERT-IN	Indian Computer Emergency Response Team
CSS	Cascading Style Sheets
CTI	Computer Telephony Integration
CVC	Central Vigilance commission
DB	Database
DC	Data Center
DCMS	Debit Card Management System
DD	Demand Draft
DRS	Data Recovery Center
DLP	Digital Lending Platform
EDW	Enterprise Data Warehouse
EMD	Ernest Money Deposit
ESB	Enterprise Service Bus
ETL	Extract, Transform and Load
FAQ	Frequently Asked Question
FIFO	First-In-First-Out
GST	Goods and Services Tax
GUI	Graphical User Interface
HTML	Hypertext Markup Language,
IB	Indian Bank
IT	Information Technology
IEM	Independent External Monitor
JBDC	Java Database Connectivity
KYC	Know your Customer
LDAP	Lightweight Directory Access Protocol
LOS	Loan Origination System
MIS	Management Information System
MQ	Message Queue
NEFT	Net Electronic Fund Transfer
NIST	National Institute of Standards and Technology
NLP	Natural language processing
NPCI	National Payments Corporation of India
OCR	Optical Character Reader
ODBC	Open Database Connectivity
ODMA	Open Document Management API
OEM	Original Equipment Manufacturer
OEM	Original Equipment Manufacturer (Software provider)
OOB	Out of the Box
OS	Operating System
OS	Operating System
OVD	Officially Valid documents

OWASP-ASVS	Open Web Application Security Verification Standard
OWASP-MASVS,	Open Web Application Project, Mobile Application Security Project Application Security Verification Standard
RBI	Reserve Bank of India
RDBMS	Relational Database Management Systems
REST	Representational state transfer
RFQ	Request for Quotation
RPO	Recovery Point Objective
RTO	Recovery Time Objective
SAPT	Security Assistance Program Testing
SB	Successful Bidder
SDK	Software Development Kit
SHA2	Secure Hash Algorithm 2
SI	System Integrator
SIT	System Integration Testing
SLA	Service Level Agreement
SMS	Short messaging services
SOAP	Simple Object Access Protocol
SOP	Standard Operating Procedure
SVG	Scalable Vector Graphics
TAT	Turn Around Time
TDS	Tax deducted at Source
UAT	Unit Acceptance Testing
UI	User Interface
VA	Vulnerability Assessment
V-KYC	Video-Know Your Customer
W3C	World Wide Web Consortium
W3C-WCAG	Web Content Accessibility Guidelines
XML	Extensible Markup Language

## **INTRODUCTION**

Indian Bank (hereinafter referred to as “Bank”) invites Request for Quotation (hereinafter referred to as “RFQ”) from well reputed vendors for Supply, Implementation and Maintenance of **Supply Chain Finance Solution** (hereinafter collectively also referred to as “Solution”) based on the requirements, specifications, terms and conditions laid down in this RFQ and its Annexes.

## **DISCLAIMER**

The information contained in this Request for Quotation (“RFQ”) document or information provided subsequently to bidders or applicants whether verbally or in documentary form by or on behalf of Indian Bank (or Bank), is provided to the bidder(s) on the terms and conditions set out in this RFQ document and all other terms and conditions subject to which such information is provided.

This RFQ document is not an agreement and is not an offer or invitation by the Bank to any parties other than the applicants who are qualified to submit the bids (hereinafter individually and collectively referred to as “Bidder” or “Bidders” respectively). The purpose of this RFQ is to provide the Bidders with information to assist the formulation of their proposals.

This RFQ does not claim to contain all the information each Bidder requires. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFQ. The Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFQ. The information contained in the RFQ document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that a Bidder require.

Bank in its absolute discretion, but without being under any obligation to do so, can update, amend or supplement the information in this RFQ. Such change will be published on the Website (<https://www.indianbank.in>) and it will become part of RFQ. Indian Bank reserves the right to reject any or all the proposals received in response to this RFQ document at any stage without assigning any reason whatsoever. The decision of the Bank shall be final, conclusive, and binding on all the parties. Bank reserves the right to cancel the entire bid at any point of time, or disqualify any particular bidder, if it finds that fair play is not maintained by the bidder.

**PART I - PROJECT SPECIFIC TERMS & CONDITIONS**

**SCHEDULE**

1)	Tender Reference Number and Date	RFQ No. CO:CC:001/R1:2022-23 dated 06/08/2022
2)	Last date for seeking Pre-bid clarifications/ queries through email	09/08/2022 email: <a href="mailto:hocredit@indianbank.co.in">hocredit@indianbank.co.in</a> <a href="mailto:baskar.s2@indianbank.co.in">baskar.s2@indianbank.co.in</a> <a href="mailto:rajat.gupta@indianbank.co.in">rajat.gupta@indianbank.co.in</a>
3)	Last Date & Time for submission (Both Technical & Commercial )	21/08/2022 at 03:00 PM Address for Physical submission: Assistant General Manager (CC) Corporate Credit, Indian Bank, Corporate Office, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai, Pin 600014.  <b>URL for Online submission of bid</b> e-procurement portal: <a href="https://www.tenderwizard.com/indianbank">https://www.tenderwizard.com/indianbank</a>
4)	Documents to be submitted physically by Bidders (Offline Mode)	1. Earnest Money Deposit/Bid Security 2. DD towards Cost of bid document  (Alternatively bidders can transfer the cost of bid document in the following account number through NEFT/RTGS/IMPS/UPI etc.): <b>Account No.: 743848138</b> <b>Account Name: INDIAN BANK, H.O. TECHNOLOGY MANAGEMENT DEPARTMENT-II</b> <b>IFSC Code: IDIB000H003</b> <b>Branch: Harbour</b> <b>Narration: Document cost – RFQ Ref. No: CO:CC:001/R1:2022-23 DATED 06.08.2022</b> Note: Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for claiming exemption for Point No. 1 & 2
5)	Documents to be submitted through on line	a. Eligibility Criteria, along with all supporting documents required. b. All Annexure as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages. c. All supporting documents and product literature in support of Technical specifications. d. Relevant brochures e. Compliance to Technical Specifications. f. Any other information sought by the Bank with relevant to this tender.

6)	Earnest Money Deposit/Bid Security	₹5,00,000/- (Rupees Five lakh only) valid for 45 days from the last date of submission of bid in the form of Bank Guarantee issued by a scheduled commercial Bank or Foreign Bank located in India other than Indian Bank. (Mode of Submission: Offline)
7)	RFQ Cost	Non-refundable <b>Rs. 5,000/-</b> in the form of DD favoring "Indian Bank" (Alternatively bidders can transfer the cost of bid document in the following account number through NEFT/RTGS/IMPS/UPI etc.): <b>Account No.: 743848138</b> <b>Account Name: INDIAN BANK, H.O. TECHNOLOGY MANAGEMENT DEPARTMENT-II</b> <b>IFSC Code: IDIB000H003</b> <b>Branch: Harbour</b> <b>Narration: Document cost – RFQ Ref. No: CO:CC:001/R1:2022-23 DATED 06.08.2022</b> Mode of submission: (Offline for DD/Online for e-transfer)
8)	Date of opening Bids (Online & Offline)	22/08/2022 at 03:30 PM Technical Bids will be opened online through e-procurement portal: <a href="https://www.tenderwizard.com/indianbank">https://www.tenderwizard.com/indianbank</a>
9)	Date of opening of commercial bid	Date and time will be intimated to technically qualified bidders through the e-mail registered by the bidders with the bank for this tender.
10)	Online Bid Submission Details	This RFQ will follow e-Procurement (e-Tendering) process and the same will be conducted by Bank's authorized e-Procurement service provider M/s. Antares Systems Limited through website: <a href="https://www.tenderwizard.com/indianbank">https://www.tenderwizard.com/indianbank</a> <b>Support Desk Contact Details</b> M/s. Antares Systems Limited #24, Sudha Complex, 3 <sup>rd</sup> Stage, 4 <sup>th</sup> Block Basaveshwaranagar, Bangalore – 560 079. Support Contact No. 080-40482100, 99432 77499,8951944383 Support Email: <a href="mailto:gunaseelan.m@antaressystems.com">gunaseelan.m@antaressystems.com</a>

This RFQ document can be downloaded from the website: <https://www.indianbank.in>. Clarifications, Modifications and Date of Extensions, if any, will also be posted on the same website and no paper publication will be done for the same.

Bidders who are registered as Micro and Small Enterprises with National Small Industries Corporation (NSIC)/ Udyog Aadhaar Memorandum under MSME Act are

exempted for the submission of Cost of Bid document and EMD. Documentary Proof of Registration Certificate to be submitted along with the technical bid.

In addition to the above, MSE bidder shall submit documentary proof of registration to the tendering official of the Bank on or before the bid opening date as mentioned in the **SCHEDULE** above.

If a holiday is declared on the dates mentioned above, the bids shall be received / opened on the next working day at the same time specified above and at the same venue unless communicated otherwise.

No queries will be entertained after the date and time mentioned in this **SCHEDULE**. It shall be the responsibility of the bidder to ensure the receipt of the NEFT amount at Bank's designated account within the timelines mentioned in **SCHEDULE** of the RFQ and Bank shall not be held responsible for non-receipt of NEFT amount toward the cost of bid document.

### **1.1 QUALIFICATION CRITERIA (QC):**

The documentary evidence of the OEMs/Bidder's qualifications to perform the contract, if its offer is accepted, shall establish to the Bank's satisfaction that:

#### **BIDDER QUALIFICATION CRITERIA**

1. The bidder(s) should be registered as accompany in India as per Companies Act, 1956/2013 and should have been in operation for a period of at **least 3 years** in a related field as on date of issuance of RFQ. In case of joint bidding by two companies together, at least one company should have been in operation for a period of at **least 3 years** in a related field as on date of issuance of RFQ. The Certificate of Incorporation issued by the Registrar of Companies to be submitted along with technical bid. (Documentary proof should be attached).

2. The bidder/ or its parent company (bidder should be 100% owned subsidiary of the parent company) has registered an average turnover **of ₹15.00 Crores (Rupees Fifteen Crores Only)** (Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be acceptable) in the preceding 3 financial years 2019-20, 2020-21 and 2021-22 (In case Audited financials are unavailable, certified Financials has to be submitted) as per audited accounts. Annual reports of 2019-20, 2020-21 & 2021-22 (In case Audited financials are unavailable, certified Financials has to be submitted) should be attached. (Documentary proof should be attached.)

3. The bidder or its parent company (bidder should be 100% owned subsidiary of the parent company) has registered net profit (after tax) for at least two financial years or should have positive Networth (Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be acceptable) in the preceding 3 financial years (2019-20, 2020-21 & 2021-22) (In case Audited financials are unavailable, certified Financials has to be submitted) as per audited accounts. Annual reports of 2019-20, 2020-21 & 2021-22 (In case Audited financials are unavailable, certified Financials has to be submitted) should be attached. (Documentary proof should be attached.)

4. The bidder should have supplied, installed, implemented and maintained successfully Supply Chain Finance solution in any scheduled commercial banks (Public/Private) with more than 1000 branches within last three years from the date submission of bids. The supplied solution should be in use as on the date of submission. Bidder to submit Purchase Orders/Letter of Satisfactory performance & client references along with the technical bid.

5. The bidder should submit a letter of undertaking stating to agree to abide by all the terms and conditions stipulated by the Bank in the RFQ including all annexure, addendum and corrigendum for the supply and installation of Solution at Bank's Corporate Office, Zonal offices, and other offices located across the Country based on the requirements, specifications, terms and conditions laid down in this REQUEST FOR QUOTATION (RFQ). Bidder to submit the letter as per format provided in **Annexure V** of the RFQ along with the technical bid.

6. The bidder should not have been blacklisted in any Central Government / PSU/Banking/Insurance company in India as on date of issuance of the RFQ for a similar project. Bidder to submit the Self Declaration certificate as per format provided in **Annexure VI** of the RFQ along with the technical bid.

7. Bank shall follow the public procurement guidelines as stipulated in Order ref: 6/18/2019-PPD Dated 23.07.2020 from Department of Expenditure, Ministry of Finance- Restrictions under Rule 144 (xi) of General Financial Rules 2017.

- 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 the Competent Authority (DPIIT). Bidder to submit the required certificate along with the technical bid.

Bank will also provide benefit to Micro and Small Enterprises as per the guidelines of public procurement policy issued by the Government of India. The bidder has to submit declaration for claiming MSE benefit as per **Annexure - XIV**

## **1.2 BRIEF REQUIREMENT:**

Indian Bank (IB), as a part of its digitalization initiative intends to digitize the end-to-end **Supply Chain Finance** function. The solution should support various program within Supply Chain Finance which, includes vendor financing, dealer financing, Supply Chain Financing is a structured program through which the bank offers short-term working capital facilities to the buyer and the supplier. For example, a large corporate has to get the supply of raw material from the MSME vendors in a hassle-free manner, and the vendors are to get their payment on due date so that liquidity issue are not there. Further if the corporate wants to augment the sales of its product, it will have to enable its dealers/vendors under SCF module for hassle free finance, thereby the payments can be received / paid on timely basis. Supply Chain Financing helps the stake holders to facilitate a seamless business flow by avoiding any difficulties relating to working capital which mainly delay in getting the payment from the buyer to the supplier. Supply chain financing is different from the conventional lending. Supply chain financing is a need-based scheme intended to cater to the requirements of industries in various sectors such as Automotive, Engineering, Metal and metal products and pharmaceutical sector etc. The solution should have the capability to integrate

with other bank systems for seamless fund flow. The proposed solution should enhance customer experience and operational efficiency with robust monitoring mechanism.

The bank is currently looking for product level solution with unlimited user access for Bank users, Vendors and Dealers. The solution should have the capability to integrate with other bank systems for seamless data flow. The proposed solution should enhance customer experience and operational efficiency with robust monitoring mechanism. Bank intends to implement the solution across all the branches distributed all over the country as per the scope of work, technical and functional requirements given in Annexure-IA and IB. The contract period for the supply chain function will be initially for a period of 1 year with a provision to extend the same for additional 2 years on yearly basis on same terms.

### **1.2.1. BRIEF SCOPE OF WORK:**

Successful bidder shall be responsible for implementation & maintenance of the solution in Bank's premises. Bank shall provide the required infrastructure at Bank's premises and the solution should have the capability to be ported on premises. Successful bidder shall be responsible for the following aspects of the solution

1. Delivery of the Solution.
2. Configuration of the Infrastructure as per the requirement of the solution like installation of OS, Database, Middleware etc.
3. API Integration (external third party and internal with Bank system)
4. Configuration of the solution in compliance with the Information Security Policy of the Bank including system hardening etc.
5. Maintenance of the solution during the contract period including ATS, patch updates, fault resolution, compliance of any audit observations i.e., VAPT etc.
6. Training and Documentation
7. Program Discovery
8. Reporting and Solution management as per the Bank's & regulatory requirements.

The detailed Scope of Work is detailed in the **Annexure-IA & IB** of this document.

### **1.2.2. INFRASTRUCTURE SIZING:**

For the purpose of Infrastructure sizing, Bidder shall submit a detailed architecture document detailing the below solution environments, internal connections and their components (Bill of Materials) along with the technical bid. Bidder must submit Bill of Materials for On-Premise hardware and software components. Bank will only provide the requisite hardware and the required licenses for operating system, Database- oracle only will be provided and web logic. If any other is required, the same will be arranged by the bidder. Rest all software (backed with OEM support) which will be required to run the application has to be provided by the bidder to make the Supply chain finance solution operational. The Solution architecture should be built considering the information set out in this RFQ, solution specific requirements and following solution environments:

1. UAT/Testing Environment

2. Development Environment
3. Production- Primary Data Centre Environment
4. Disaster Recovery Environment
5. Training Environment

The Bill of Materials (without price) should include the following details:

1. All hardware components of the solution necessary for enterprise level implementation of the solution such as Servers/Appliances (Web/App/DB/Backup/Archival etc.), Storage (App/DB), Load Balancers, Racks etc.
2. All software components of the solution such as Application/Web App/Backup/Archival).

The bill of material must contain the following information: Bidder shall define the sizing of the solution (Hardware/Software) in the technical bid for on-premises. The sizing of the above components should be based on the User information mentioned elsewhere in the RFQ and application specific requirements. Bank will provide the infrastructure as specified by the Successful Bidder. It is desirable that the solution should be cloud agnostic and should be cloud ready. The solution should be designed in such a fashion that there should not be any technical or infrastructure wise dependency in moving to cloud. License for the Supply Chain Finance solution should not be dependent on the cloud based or on premise-based deployment. Bidder to provide a certificate from auditor evidencing that the security testing of the application has been done and the observations therein has been complied with

The following will be provided by the Bank

- a. IT Infrastructure (Computer, Storage, Virtualization, Operating System (Windows/ Linux/ AIX) as per the sizing finalized.
- b. Bank has executed Perpetual Unlimited License Agreement with M/s Oracle, which authorizes bank to deploy unlimited no. of licenses for selected products (Oracle Database EE with options and Oracle WebLogic EE). The Oracle Database EE & Oracle WebLogic EE licenses will be provided.

Any software other than mentioned in point no. b, required to be procured by the Vendor in the name of the Bank. Need to submit the relevant license certificates and active support documents. In case of any open source software are used need to take prior clearance from Bank..

- Bank will provide oracle database and if any other database (RDMS) required, bidder has to provide and ensure following-
  1. RDBMS must be scalable and should support compression.
  2. The Bidders must factor licenses for suitable database for all applications/solutions proposed in the RFQ response for the purpose of the Solution. For the proposed applications (Production Environment at DC, DR, UAT etc.) the Bidders should only propose Enterprise CPU based licenses for full use and should not factor any particular application specific license.
  3. Should support parallel backup and recovery.
  4. Should provide secure login id and passwords for each user and passwords shall be stored in encrypted format.
- Bidder must submit the compliance certificate stating that the solution/product is

free of known vulnerabilities, threats, malwares and any covert channels in the solution along with the undertaking as per annexure-XII

- Proposed solution must be compatible with all browsers but not limited to IE (minimum IE 11 onward), Microsoft'sEdge, Firefox, Chrome, Safari.
- The proposed solution should offer flexibility to support both cloud and on-premise deployment.
- The proposed solution must support HTTPS with TLS v1.2 and above (with Strong ciphers - internationally accepted and published security standards that are not deprecated/ demonstrated to be insecure/ vulnerable).
- The solution proposed by the bidders should be compatible with all the virtualization solutions like VMware, HyperV, Power VM, LDOMs, containerizations, etc.

### **Any Other**

Any other information that in premises not be captured in "Intra details" or "Bandwidth requirement" to be included in this table which must not include third party libraries/software/drivers/SDK/API/tools/runtimes/middleware

Sl.No.	Description	Purpose	Qty

### **1.2.3 Contract Period**

The contract period will commence from the date of go live and the SLA/contract and will be valid up to a period of one year The contract is extendable / renewable further period of 2 years at the same bided prices

### **1.3PROJECT MILESTONES & SCHEDULES:**

Bank shall issue an official notification, either by the way of letter or email, regarding the availability of requisite infrastructure for the solution. The solution must be implemented as per project scope within **3 months** in totality from date of confirmation of availability of the hardware or date of **Purchase Order whichever is earlier**. The solution as per the required scope needs to be rolled out as per the delivery timelines mentioned above. The phases of the Schedule are as follows.

#### **PROJECT PHASES:**

1. Mobilization
2. Delivery of Solution
3. User Acceptance Testing
4. Operationalization of Solution
5. Solution Review
6. Change Request

**1. MOBILISATION:** Successful Bidder shall submit the project plan for complete implementation of the solution at Bank's Premises as per the Scope of Work & Functional Requirements detailed in this RFQ along with Solution Architecture. Successful Bidder shall also submit all the documents/references required as per Scope of Work-Annexure I along with the project plan. This plan should be submitted for review and bank's acceptance within 10 calendar days of the acceptance of Purchase Order by Successful bidder. Successful bidder should also intimate the bank on stage and date of infrastructure dependency, for the bank to enable the infrastructure for solution deployment. Bank shall issue a Project Plan signoff accepting the same. It shall be the responsibility of the successful bidder to submit and get the plan approved by the Bank authorities within the timelines mentioned above without any delay. Bank shall have the discretion to cancel the purchase order in lieu of delay in submission of the project plan or mobilization by the Successful Bidder. Any other financing module which would be found relevant by the bank at alters point of time then the same would be discussed and implemented separately by the vendor on mutual agreed terms.

**2. DELIVERY:**

a. Successful Bidder shall complete the delivery of the solution licenses within **2 weeks** of the Purchase Order Acceptance or notification of the bank about the readiness of the infrastructure whichever is later. The licenses maybe delivered in paper form or electronic form. Within this period, Successful Bidder shall evaluate and confirm to the Bank that the infrastructure supplied by the Bank is as per the requirement of the solution.

**b. EXTENSION OF DELIVERY SCHEDULE:**

If, at any time during performance of the Contract, the Bidder should encounter conditions impeding timely delivery of the Solution, the Bidder shall promptly notify the Bank in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Bidder's notice, the Bank shall evaluate the situation and may at its discretion extend the Bidder's time for performance against suitable extension of the performance guarantee for delivery.

**c. PENALTY FOR DELAYED DELIVERY:**

If the delivery schedule is not maintained as stated in clause 2.a or to such extended period as per clause 2.b of this RFQ, a penalty of Rs.10,000/- ,foreachweekorpartthereofofthedelaysubjecttoamaximum of Rs.100,000/-will be levied from the expiry of due date of delivery. Beyond that Bank may have the option to terminate the contract and invoke the EMD/ PBG

**d. NON-DELIVERY:**

Failure of the successful bidder to comply with the above delivery schedule, shall constitute sufficient grounds for the annulment of the award of contract and invocation of EMD/bank guarantee (delivery).

**3. USER ACCEPTANCE TESTING:**

Successful bidder shall assist Bank in the User Acceptance Testing of the solution for the functionalities stated in this tender document. Bank shall issue a UAT signoff on successful completion of the UAT. If the UAT fails or there is undue delay of the completion of the UAT due to reasons attributable to the successful bidder, Bank may at its own discretion cancel the purchase order and invoke

the Bank guarantee/EMD for implementation.

#### **4. OPERATIONALIZATION OF SOLUTION**

- a. Bank shall issue Go Live Signoff on successful operationalization of the solution.
- b. If there is delay in the operationalization of the solution, Bank reserves the right to cancel the purchase order and invoke the Bid Security submitted for implementation.

#### **5. REVIEW:**

The solution shall remain under review for a **period 8 weeks** from the date of operationalization as stated above for each phase. The project implementation team of the successful bidder shall be readily available during the review and other support. During the review phase, Bank may request changes to the application as per its requirement and no extra costs shall accrue to the bank for the effort involved in the same. Bank shall issue final acceptance signoff at the end of the review phase.

#### **6. CHANGE REQUEST:**

The functionalities of the solution finalized after the review phase shall be considered as baseline functionalities of the solution for the Bank. Any changes to this baseline functionality would be considered under change request and the same would be handled through CR process at no additional cost.

### **1.4 COMPREHENSIVE ONSITE WARRANTY**

The Solution supplied by the successful bidder must be under comprehensive onsite warranty for a period of 1 year from the date of the successful go live. The word "warranty" in this document refers to "**comprehensive onsite warranty**."

### **1.5.SUPPORT SERVICES**

Support services needs to be provided by the successful bidder for all in-scope applications. Successful Bidder needs to ensure following services as a part of ATS but not limited to:

- Product upgrades & enhancements
- Maintenance releases
- Statutory and Regulatory Updates
- Patches & bug fixes
- Remediation of the VAPT observations.
- Online download methods
- Updates/ Upgrades/ New releases/ New versions need to be notified to the Bank about the same and need to be covered as part of AMC/ ATS. Upgrades would include product releases to incorporate technological changes, consolidating all bug fixes, consolidating all enhancement requests made by the Bank.
- Review on yearly basis for version upgrade of in-scope applications and report to Bank such details in advance along with plan for version upgrade. Intimate the Bank for various technology upgrades released by OEM's along with feasibility & impact analysis. Also propose migration plan for technology upgrade due to OEM releases.
- Planning and implementing version up-gradation, migration of existing services/integrations, end to end integration testing of the application. In case

Bank engaging OEM directly for version upgrade, then the successful bidder is required to carry out Program Management Responsibilities to ensure end-to-end completion of the activities. Post version upgrade, successful bidder is required to manage & support the application along with the IT hardware.

- Develop/ customization of in-scope applications as per regulatory/ statutory requirement.
- Mandates from various interchanges/ information security/ enhancement/ any other requirement.
- Patch management, release update and upgrade of in-scope applications during the contract period, all update or upgrade needs to be done with concurrence of the Bank. The successful bidder to ensure that necessary due diligence is carried out for pre-testing before releasing to UAT (User Acceptance Test).

#### **1.6. PERFORMANCE BANK GUARANTEE**

1. Within 15 (Fifteen) days (exclusive of holidays) of the date of acceptance of the Purchase Order, the successful Bidder shall furnish a bank guarantee (for delivery implementation & operationalization) for a period of 14 months with a claim period of one month for an amount of Rs.5.00 Lakhs in the format as per **Annexure VIII** of the RFQ.
2. Failure of the successful bidder to comply with the requirement as stipulated above shall constitute sufficient grounds for the annulment of the award of contract and forfeiture of the Earnest Money Deposit. In such an event, the Bank will call for new bids.
3. The above-mentioned bank guarantees issued by any scheduled commercial bank other than Indian Bank is acceptable to us. Successful Bidder should inform the Guarantee Issuing Bank to forward the original guarantees directly to the Bank.
4. Bank reserve its right to invoke the Bank Guarantees (for delay in delivery or non-delivery/ performance) on the following grounds and as per terms and conditions stipulated in the Bank Guarantee:
  - a) Delay/non-delivery/Delay in Implementation beyond stipulated schedule as per clause 1.3 of the RFQ.
  - b) Non Performance of the SLA terms and conditions.

#### **1.7 PAYMENT TERMS:**

1. **Payment Authority:** All payments shall be released by Bank as per the terms and conditions stated in subsequent clauses.
2. **Payment Terms deliverables:** The successful bidder shall submit the following documents to Bank before raising invoices:
  - Service Level Agreement (SLA)
  - Project Plan
  - Non-Disclosure Agreement (NDA)
  - Deliver/Performance Bank Guarantee as per clause 1.6
  - OEM Back-to-Back Certificates
  - Compliance certificate on security as per scope of work.

- Delivery of License

**3. The payment will be released as follows:**

Implementation cost payment (if any) mentioned in the RFQ will be released after successful implementation and satisfactory performance and training for 1 month.

Month on month charges will be released within 15 days of receipt of the bill on completion of calendar month for which the bill has been raised.

There shall be no escalation in the prices once the prices are fixed and agreed to by the bank and vendor. Payment will be released by Bank , as per above payment terms on submission of mentioned supporting documents.

### **1.8.PRICES AND TAXES**

1. Prices should be quoted as per format in Annexure 'III'.
2. The quoted prices shall be exclusive of GST and inclusive of all applicable duties.
3. The quoted prices shall be all inclusive of technical service charges, if any, for configuration and installation at the location as specified by the Bank in the Purchase Order, charges for media, charges for packing, freight and forwarding, transit insurance and local transportation charges, Hamali charges and charges such as cost towards boarding, traveling, lodging etc.
4. The quoted price should as per scope, functional requirements & technical specifications mentioned in the RFQ.
5. The quoted price should be inclusive of Travelling, Boarding, and Lodging and for any incidental expenses. Bank shall not bear any other cost other than the one indicated in the Commercial Bid format.
6. Applicable taxes like TDS will be deducted from the amount payable.
7. The contract is for a period of one year. Prices quoted by the Bidder shall remain fixed during the Bidder's performance of the contract period of one year and will not be subject to variation on any account. The contract may be extended for a maximum period of 2 years at the same bided prices.
8. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
9. Price should not be indicated at any place in the Technical Bid. If the price is indicated in the technical bid, the entire bid will be summarily rejected.
10. The prices shall be quoted in Indian Rupees. Any reference made to variation in pricing due to appreciation / depreciation of Indian rupees against any other currency is not acceptable.
11. Bids (both technical as well as commercial bid) shall be valid for a period of 90 days from the last date for submission of bids. Bids submitted with a short

validity period will be treated as non-responsive and will be rejected.

12. Bids shall be submitted strictly as per the format given in the bid and any addition / deletion / change in the format will be summarily rejected.

13. Bids without signature of authorized signatory of the bidder will be summarily rejected. Bank reserve its right to accept / reject any bid, which is not in line with these conditions.

**Bank reserve its right to accept / reject any bid, which is not in line with these conditions.**

### **1.9 ELIGIBILITY BID**

Eligibility criterion for the Vendor to qualify this stage is clearly mentioned in clause 1.1 of this document. The vendor would need to submit the supporting documents as part of the eligibility proof in the technical bid along with the relevant annexure.

### **1.10 EVALUATION PROCESS:**

The bid evaluation will be a three-stage process. The stages are:

#### **1. Eligibility Criteria Evaluation:**

Eligibility criterion for the Vendor to qualify this stage is clearly mentioned in clause 1.1 of this document. The vendor would need to submit the supporting documents as part of the eligibility proof in the technical bid along with the relevant annexure.

#### **2. Technical Bid Evaluation:**

Technical bid shall be opened, and technical evaluation and Scoring shall be carried out for the bidders who have qualified eligibility criteria. However, to expedite the process, Bank may of its own carry out eligibility criteria and technical bid evaluation simultaneously. Inviting bidders for technical presentation or seeking information during technical evaluation shall not construe that bidder is qualified as per 1.1 of the RFQ. However, bidder eligibility status shall be informed to bidders individually. Technical scores shall be granted to the bidders as per the criteria stipulated in the RFQ. Technical scores shall be granted by based on the criteria mentioned in 1.11.1.

#### **3. Commercial Bid & Weighted Score evaluation:**

Commercial bid shall be opened and evaluated. Commercial scores shall be granted and weighted score shall be arrived as per the criteria stipulated in the RFQ. Financial scores shall be computed based on the criteria mentioned in 1.11.2. Awarding of contract shall be based on the criteria mentioned in 1.11.3

During evaluation of the Tenders, the Bank, at its discretion, may ask the Vendor for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall

be sought, offered, or permitted. The Bank reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the vendors to this document and bank will not entertain any correspondence in this regard.

**Price should not be indicated at any place in the Technical Bid. If the price is indicated in the technical bid, the entire bid will be summarily rejected.**

Technical and Commercial Bids of all participating bidders shall be opened as per the schedule of this RFQ. The evaluation of Bids and awarding contract will be carried out as per the following criteria.

**a. Evaluation of Technical bids:**

The Bank's evaluation of the technical bids will take into account the following factors and based on such evaluation a list of technically qualified bidders will be short-listed:

1. Compliance of terms and conditions stipulated in Clause 1.1 of RFQ duly supported by documentary evidence called for therein.
2. Submission of duly signed Annexures of the RFQ.
3. Status of Compliance of terms and conditions of this RFQ.
4. Submission of Commercial Bid strictly in the format specified in Annexure III of RFQ.
5. Review of written reply, if any, submitted in response to the clarification sought by the Bank, if any.
6. Technical scores shall be granted by based on the criteria mentioned in 1.11.1.

**b. Determination of Successful Bidders and Awarding of Contract:**

1. The L1 bidder will be determined based on the lowest Total Price quoted in Annexure III.
2. The Bank reserves the right to reject the L1 bid if it finds the same as unreasonable.
3. Financial scores shall be computed based on the criteria mentioned in 1.11.2.
4. Awarding of contract shall be based on the criteria mentioned in 1.11.3

**1.11. EVALUATION METHODOLOGY FOR ELIGIBLE BIDDER**

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 30% and 70% respectively, and this weightage shall be taken into consideration for arriving at the Successful Bidder. The assessment methodology is detailed hereunder:-

- The Criteria for Techno Commercial Evaluation will have weightage of 30:70 (Technical: 30 Commercial: 70).
- Technical evaluation shall be done as per details in below section
- The minimum qualification marks in Technical evaluation is 70%. The commercial bid of only technically qualified bids shall be opened.
- 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.
- After completion of the Technical Evaluation, the score of the Bidders will be declared before opening of the commercial bid.
- The methodology to evaluate the Highest Total Combined Score is as follows.

The Technical Bids will be allotted weightage of 30% while Commercial Bids will be allotted weightage of 70%. A combined score (Hn) will be arrived at after considering the Commercial quote and the marks obtained in technical evaluation with relative weights of 70 % for Commercial bid and 30 % for Technical Bid according to the following formula:

The bidder obtaining the Highest Combined Score in evaluation of technical and commercial evaluation will be ranked H-1 followed by proposal securing lesser marks as H-2, H-3 etc. Bidder securing Highest Combined Marks and ranked H-1 shall be recommended for award of contract.

The detailed method with example is given below to demonstrate how the final ranking/scoring of bidders is done:

The marks obtained in Technical Evaluation will be given a weightage of 30% which will be termed as "**Weighted Technical Score**" (WTS) and shall be arrived at as under:

**Weighted Technical Score (WTS): (T/T1) \* 30**

T: Technical score of the respective bidder

T1: Highest technical score of all qualified bidders

The total marks of 100 as per technical evaluation criteria will be scaled down to 30 marks as furnished below.

*For Example:* If there are two bidders "A" and "B" who score 80 and 90 marks respectively, their "WTS" would be as under:

Bidder "A" =  $80 / 90 \times 30 = 26.66$  marks, Bidder "B" =  $90 / 90 \times 30 = 30$  marks

- a) If sufficient numbers of bidders do not qualify the cut off score, Bank at its sole discretion may reduce the cut off score. Bank reserves the right to accept or reject any technical bid without assigning any reason thereof. Decision of the Bank in this regard shall be final and binding on the bidders.
- b) In the second phase of evaluation, Commercial Bids of those bidders, whose technical bids have been short-listed and who have qualified in technical evaluation as explained above

after scoring of Techno Evaluation, will be opened. After opening of Commercial Bids, and commercial evaluation & verification of the commercial bids will be done by the Bank.

- c) For the final evaluation, total cost of ownership (TCO) quoted by the bidder will be the given 70% weightage using the formula, given below as part of Techno-Commercial Evaluation Process:

**Weighted Commercial Score (WCS):  $(L1/C) * 70$**

L1: Lowest price of all qualified bidders

C: Commercial bid of the respective bidder

Extending the example given above, in case Bidders, Bidder "A" and "B" for example quote TCO as Rs. 2,10,000 and Rs.2,00,000 respectively, then the WCS in their case would be calculated as under:

Bidder "A" =  $2,00,000 / 2,10,000 * 70 = 66.66$  marks

Bidder "B" =  $2,00,000 / 2,00,000 * 70 = 70$  marks

- d) The total of Technical and Commercial Scores of each bidder will become basis of final ranking of bidders. Bidder whose total of Technical & Commercial Scores is highest will be as "H1 Bidder" and bidders with second & third highest final scores will be ranked as "H2" and "H3" and so on and so forth.

**Total Score H1 =  $(T / T1) * 30 + (L1 / C) * 70$**

In above examples, the Total Score after Techno-Commercial evaluation (H1) of Bidders "A" and "B" will be as under:

Bidder	Weighted Technical Score	Weighted Commercial Score	Total Score	Final Rank
A	26.66	66.66	93.32	H2
B	30	70	100	H1*

\*In above example successful bidder will be H1 bidder i.e. bidder 'B'

**1.11.1 TECHNICAL BID EVALUATION:**

The vendor needs to achieve a cut – off score of 70 marks in this evaluation stage to be qualified for commercial bid opening. Only those vendors who achieve the specified cut–off scores would be short-listed for Commercial bid evaluation.

Further the vendor must score a minimum of 70% compliance in each Functional and Technical Specifications compliance.

The Technical Proposal will be evaluated for technical suitability and the criteria for evaluation of technical bids are as under:

<b>Criteria</b>	<b>Evaluation Parameters</b>	<b>Max Scores</b>
The number of implementation of the proposed solution in Scheduled Commercial Bank/BFSI/NBFC sector	For each implementation 2Scores	10
Functional Specifications compliance	As per Functional Scoring Sheet in Annexure I (A)	55
Technical Specifications Compliance	As per Technical Scoring Sheet in Annexure I (B)	35
Total Marks		100

**NOTE:**

1. Bidders shall submit proof of document for criteria detailed above along with the technical bid. It shall be the responsibility of the bidders to submit relevant proof of document. Scoring shall be done based on the documents submitted along with the technical bid and Bank may not seek any further correspondence in this regard.
2. Bank shall not entertain any claims or representation on the technical scores awarded and is not bound to give any reply to the bidders on the technical scores.

**1.11.2 COMMERCIAL EVALUATION:**

- a. Commercial Bids submitted by the technical qualified bidders as per 1.11.1 above shall be opened and evaluated as mentioned above in section 1.11.

**1.11.3 AWARD OF CONTRACT:**

- a. For the purpose of award of contract, Technical Scores shall be given a weightage of 30% & Commercial Score shall be given a weightage of 70%. Based on the same. Contract will be awarded to H1 bidder.

**1.12 PREFERENCE FOR MAKE IN INDIA ORDER 2017 (PPP-MII ORDER)**

1. In the tendering process, Bank will follow the guidelines on Public Procurement (Preference to Make in India), Order 2017(PPP-MII Order) issued by GOI, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion Letter No. P- 45021/2/2017(BE-II) dated May 29, 2019, revised on 04-06-2020, further revised on 16- 09-2020 and its subsequent clarification / amendments (if any).
2. Salient features of the order are given below:
  - a. 'Class-I Local supplier' means a supplier or service provider, whose products or service offered for procurement, has local content equal to or more than 50%, as defined in the above-mentioned order.
  - b. 'Class-II Local supplier' means a supplier or service provider, whose product or service offered for procurement, has local content equal to or more than 20% but less than 50%, as defined in this order.

- c. 'Non-Local supplier' means a supplier or service provider, whose product or service offered for procurement, has local content less than 20%, as defined in this order.
- d. 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (Excluding net domestic Indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

**Certificate of local Content:** The 'Class-I Local supplier' / 'Class-II Local supplier' shall provide a Certificate from OEM /OSD of the solution, giving the percentage of local content, on their letter head with Registration Number with seal as per Annexure XIII.

## **PARTII - GENERAL TERMS & CONDITIONS:**

### **2.1. SUBMISSION OF BIDS**

#### **2.1.1 SUBMISSION OF BIDS THROUGH E-TENDERING PORTAL:**

Bidders satisfying the Project Specific terms and conditions and General terms and conditions specified in this RFQ and ready to provide the said services as detailed in this document( Scope of Work- Annexure I-A and I-B)in conformity with Technical Specification stipulated in Annexure I-A and I-B may submit their bid through Bank's e-tendering service provider website (<https://www.tenderwizard.com/indianbank>)on or before the time line stipulated vide under **SCHEDULE** of the RFQ. Refer clause 2.26 for E-Tender Service pre requisite for bid submission.

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 only. However physical submission of the document will be till next working day. Extension / advancement of submission date and time will be at the sole discretion of the Bank.

Technical bid and commercial bids both to be submitted through online mode separately, before last date of the submission of the tender. Technical bid should not contain commercial bid/price. Bank will open first technical bids and after technical evaluation, commercial bid of the technically qualified bidders will be opened and date of the opening of the commercial bid will be informed to the technically qualified bidders only through email.

#### **2.1.2 SUBMISSION OF DOCUMENTS:**

In addition to uploading the documents in the e-tendering portal, Bidder should also submit the following in a sealed cover to the address notified in the **SCHEDULE** of the RFQ on or before schedule mentioned in **SCHEDULE** of the RFQ.

- a. **NEFT For ₹5,000/ inclusive of GST- (Rupees- non- refundable)** towards cost of documents.

**Account No.: 743848138**

**Account Name: INDIAN BANK, H.O. TECHNOLOGY MANAGEMENT DEPARTMENT-II**

**IFSC Code: IDIB000H003**

**Branch: Harbour**

**Narration: Document cost – RFQ Ref. No: CO:CC:001/R1:2022-23**

Transaction receipt along with GST Details to be submitted along with the tender document for verification of successful transfer of amount.

- b. Bank Guarantee in lieu of EMD for ₹5,00,000/- (Rupees Five Lakhs Rupees Only). Bidders should be in possession of the acknowledgement issued by e-tendering system for submission of bids through e-tendering system and provide the same if asked by the Bank at the time of opening of Technical bids.

In case the above documents are not submitted on or before the schedule date mentioned in the **SCHEDULE** of RFQ, the bid will be rejected even if the same is uploaded in the Bank's e-tendering service provider website.

The above documents in a sealed cover should be put in the tender box kept in the infrastructure division of Information Technology Department of the Bank's Central Office, Chennai on or before the date and time mentioned in the Schedule for bidding process given in SCHEDULE of this RFQ or they may be handed over to any one of the officers of the Bank's Information Technology Department, Central Office, Chennai mentioned in SCHEDULE of the RFQ.

**Bids received in any other mode other than the mode stipulated above, will not be accepted Bids received after the schedule time will not considered and lead to disqualification.**

## **2.2. BID OPENING PROCESS:**

The Bank will follow a two bid submission & opening process through e-tendering system as follows:

1. Technical Bid Submission, Opening and Evaluation.
2. Commercial Bid Submission, Opening and Evaluation.

In the first stage, the technical bids submitted in Bank's e-tendering website shall be opened online at the time and date mentioned in **SCHEDULE** of this RFQ. The evaluation and short listing criteria shall be based on the criteria set out in clause 1.11 of this RFQ.

After evaluation of technical bids, the commercial bids submitted by the technically qualified bidders will be opened and evaluated.

The evaluation of commercial bids shall be based on the criteria set out in this RFQ and commercial evaluation shall be based on the criteria set out in this RFQ.

Awarding of contract shall be based on the criteria spelt out in clause 1.11.3.

## **2.3. COST OF BID DOCUMENT AND EARNEST MONEY DEPOSIT:**

The bid should also be accompanied by BG in lieu of Earnest Money deposit (refundable) of **Rs,5,00,000/- (Five Lakhs Rupees Only)** and cost of bid document (non-refundable).for **Rs.5,000/- (Five Thousand Rupees Only)** by way of a

Demand Draft / online for the amount in favour of Indian Bank, payable in Chennai.

Bank Guarantee submitted in lieu of EMD should be valid for **minimum period of 6 months with a claim period of 2 months** from the date of expiry of guarantee from the last date for submission of bids. The format for submission of EMD in the form of Bank Guarantee is as per **Annexure VII** of this RFQ.

This Bank Guarantee in lieu of EMD will be returned to the disqualified bidder along with notice of disqualification, to unsuccessful bidders on determination of L1 bidder and to the successful bidder on receipt of the Bank guarantee for delivery & installation as per Schedule of this RFQ. Bids received without the Demand Draft and Bank Guarantee in lieu of EMD mentioned above will be rejected.

Bank shall forfeit EMD /invoke Bank Guarantee in lieu of EMD in the following events:

1. If a bidder withdraws the bid during its validity period.
2. If a bidder makes any statement or encloses any document which turns out to be false/incorrect at a later date.
3. In case the successful bidder fails to sign the contract or fails to furnish the Bank Guarantee (Performance & Delivery) as required within 15 days of date of purchase order.

#### **2.4. BIDDER'S INQUIRIES ON RFQ & BANK'S RESPONSE:**

All enquiries from the bidders, related to this RFQ must be directed in writing / email and sent to the address/email ID's as per schedule mentioned in **SCHEDULE** of the RFQ. Any clarifications / query received thereafter shall not be considered and will be ignored. The preferred mode of delivering written questions, to the aforementioned contact person would be through the email followed by letter in writing. In no event, Bank will be responsible in ensuring receipt of inquiries.

Sl. No	Page No.	Clause No.	Description	Clarification	Banks Response

Bank makes no commitment on its part to accept all the queries / suggestions / requests submitted by the bidders. Bank on reviewing the inquiries received from the bidders, wherever needed, will carry out necessary amendment to its RFQ clauses, if any, and the same will be posted in the Bank's website and no separate communication will be sent to individual bidders. However, Bank makes no representation or warranty as to the completeness or accuracy of any response made to the queries in good faith.

#### **2.5 BIDDER'S RESPONSIBILITY VIS-À-VIS THIRD PARTY PRODUCTS /EQUIPMENTS/ SOFTWARE:**

If the proposal includes equipment or software marketed and / or supported by other companies / individuals, the bidder, as the prime contractor for the delivery, installation and maintenance of the entire system, must declare that they

possess the requisite permission / license for the equipment / software. The successful bidder has to provide handholding support to the new incoming bidder in case of termination of the contract or completion of the contract for smooth handover of the operation. If successful bidder fails to provide handholding support, Bank shall invoke the Bank Guarantee for performance.

## **2.6. LIABILITIES OF THE BANK:**

This RFQ is not an offer of the Bank, but an invitation for Bidder's responses. No contractual obligations on behalf of the Bank, whatsoever, shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized officers of the Bank and the Bidder. However, until a formal contract is prepared and executed, this offer together, notification of award of contract and Bidder's written acceptance thereof shall constitute a binding contract with the vendor.

## **2.7. OWNERSHIP:**

The RFQ and all supporting documentation / templates are the sole property of the Bank and violation of this will be breach of trust and the Bank would be free to initiate any action deemed appropriate. The proposal and all supporting documentation submitted by the bidders shall become property of the Bank.

## **2.8. FURNISHING OF INFORMATION**

The Bidder is expected to examine all instructions, forms, terms and specifications in these documents. Failure to furnish all information required by the documents or to submit a bid not substantially responsive to the documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

## **2.9. FORMAT AND SIGNING OF BIDS**

The original Technical and Commercial bids shall be typed and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The person or persons signing the bid shall initial all pages of the offer.

## **2.10. AUTHENTICATION OF ERASURES / OVERWRITING ETC.**

Any inter-lineation, erasures, or overwriting shall be valid only if the person or persons signing the bid initial them.

## **2.11. AMENDMENTS TO RFQ TERMS AND CONDITIONS:**

Banks reserves its right to issue any amendments to the terms and conditions, technical specification of the RFQ at any time prior to the deadline for opening of the technical bids. Such amendments to RFQ shall be webcasted through Bank's official website.

## **2.12. CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT:**

Successful bidder and its employees will strictly under not to communicate or allow to be communicated to any person or divulge in any way, any information relating to

the ideas, the concepts, know-how, techniques, data, facts, figures and information whatsoever concerning or relating to the Bank and its affairs to which the said employees have access in the course of the performance of the contract. A non-disclosure agreement as per format provided in **Annexure IX** should be executed by the Successful bidder.

### **2.13 CLARIFICATION**

During evaluation of the bids (both technical and commercial), the Bank may, at its discretion, ask the Bidder for any clarification on its bid. The request for clarification and the response shall be in writing / email, and no change in the prices shall be sought, offered, or permitted after submission of the bid.

### **2.14.ERRORS AND THEIR RECTIFICATION**

Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected based on the corrected figure and the corrected figure will be reckoned for determination of L1 bidder. If the bidder does not accept the correction of the errors, its bid will be rejected.

### **2.15. BANK'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS**

Notwithstanding anything contained in any of the clauses, Bank hereby reserves its right to accept or reject any or all the bids and to annul the bidding process at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Bank's action.

### **2.16. CONTACTING THE BANK**

Any effort by a Bidder to influence the Bank in its decisions on bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.

### **2.17.ACCEPTANCE OF CONTRACT**

Within 7 days (exclusive of holidays) of receipt of the Purchase Order, the company shall sign, affix official stamp and date the duplicate copy / photo copy of the Purchase Order and Request for Quotation document along with its amendments and return it to the Bank as a token of having accepted the terms and conditions of the Contract.

### **2.18. FORMATION OF CONTRACT & EXECUTION OF AGREEMENT.**

Acceptance of the Purchase Order / letter of intent as defined in clause 2.17 of this RFQ constitute a valid contract. Successful bidder shall enter into a formal agreement with the Bank detailing terms and conditions set out in this RFQ and in Purchase order / Letter of Intent as per the format provided in Annexure XII. However, until an SLA is signed by both the parties, contract so constituted as detailed in this clause shall be construed as Service Level Agreement and shall

be applicable.

## **2.19.ASSIGNMENT & SUBCONTRACTING**

The Successful Bidder/s shall not assign or subcontract, in whole or in part, its obligations to perform under this Contract, except with the Bank's prior written consent.

## **2.20.USE OF CONTRACT DOCUMENTS AND INFORMATION**

The Successful Bidder shall not, without the Bank's prior written consent, disclose any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

## **2.21. TERMINATION CLAUSE**

### **A.TERMINATION FOR DEFAULT**

The Bank, without prejudice to any other remedy for breach of Contract, shall give written notice of default to the Bidder with a cure period of 30 days. After 30 days if Bank is not satisfied with the response, may terminate the Contract in whole or in part:

- a) If the Bidder fails to deliver any or all of the solution within the period(s) specified in the Purchase Order, or within any extension thereof granted by the Bank or
- b) If the Bidder fails to perform any other obligations(s) under the Contract. In the event of the Bank terminating the Contract in whole or in part pursuant to clause 1.3&1.4, the Bank may procure, upon such terms and in such manner, as it deems appropriate, goods and related services, similar to those undelivered, and the vendor shall be liable to the Bank for any excess costs for such similar Hardware and related services subject to the maximum cap of 10% of the undelivered portion. However, the vendor shall continue performance of the Contract to the extent not terminated.

### **B. TERMINATION FOR INSOLVENCY**

The Bank may at any time terminate the Contract by giving written notice with a cure period of 30 days to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. If the bank is not satisfied with the bidder's reply, bank may terminate the contract. Termination in this case will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

### **C. TERMINATION FOR CONVENIENCE**

The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination. It is also clarified that the Vendor shall not be entitled to terminate the contract.

### **D. TERMINATION FOR OTHER ACTIONS:**

The bank has the right to terminate the agreement with immediate effect if the Bidder is blacklisted or in case any fraud, forgery, theft, robbery or any wrongful action/ inaction or breach of this agreement caused by Bidder or its agents or its employees. The payment for the work executed till the date of termination shall be made as per payment terms.

### **2.22. FORCE MAJEURE**

The Successful bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond reasonable control of the Successful bidder and not involving the Successful bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Delay by sub suppliers of vendor to Vendor will not be considered as cause of force Majeure. If a Force Majeure situation arises, the Successful bidder shall promptly notify the Bank in writing of such condition and the cause thereof but in any case not later than 10 (Ten) days from the moment of their beginning. Unless otherwise directed by the Bank in writing, the Successful bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received or complete transition / handover to the in-coming Vendor / Service Provider.

### **2.23. COPY RIGHT/LICENCE VIOLATION**

The bidder shall explicitly absolve the Bank of any responsibility/liability for use of system/software delivered along with the equipment; (i.e. the bidder shall absolve the bank in all cases of possible litigation/claims arising out of any copy right/license violation.) for software (s) sourced either from third parties or from themselves.

### **2.24. LIMITATION OF LIABILITY:**

The liability of bidder under the scope of this RFQ(including all indemnities) is

limited to the value of the relevant order.

## **2.25. COMPLIANCE TO LABOUR ACT:**

As per Government (Central / State) Minimum Wages Act in force, it is imperative that all the employees engaged by the bidder are being paid wages / salaries as stipulated by government in the Act.

## **2.26 Inspection of Records**

Bank at its discretion may verify the accounts and records or appoint third party for verification including an auditor for audit of records including the solution provided to the Bank under the RFP and the Service Provider shall extend all cooperation in this regard.

Supplier shall provide unrestricted access to its premises and records being maintained with regard to the job being performed as per its contract with the Bank, to the authorized personnel of the Bank / its auditors (internal and external)/ any statutory / regulatory authority / authorized personnel from RBI to carry out any kind of process of audit including that of its operations and records related to the Bank, as per its own satisfaction at the office / factory or any other premises of the Service Provider, in the presence of representatives of the Service Provider, at any point of time by giving notice.

## **2.27 Inspections and Tests**

The Purchaser or its representative(s) shall have the right to visit and /or inspect any of the Bidder's premises to ensure that data provided by the Bank is not misused. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

Any charges payable to the Purchaser's representative designated for inspection shall be borne by the Purchaser.

Should any inspected or tested Goods/software fail to conform to the Specifications, the Purchaser may reject the Goods/software, and the Supplier shall make alterations necessary to meet specification requirements at no additional cost to the Purchaser.

The Purchaser's right to inspect, test and, where necessary, reject the Goods or software after the delivery shall in no way be limited or waived by reason of the software having previously been inspected, tested and passed by the Purchaser

## **2.28 Coverage of All Banks Under The EPF & MP Act 1952**

The successful bidder shall be solely responsible for compliance to provisions of various labour. Industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to services engineers deployed. The Bank shall have no liability in this regard.

The Successful bidder has to submit attendance, salary, appointment letters etc. of all the outsourced employees for any type of services engaged either through contractors or directly. If engaged through contractors, list of all the contractors engaged for any/all services and whether the said contractors are covered independently under the EPF & MP Act 1952 is to be submitted. The agreement of contracts with the contractors, the PF code number of the

contractors, if covered, the attendance of the contract employees, the remitted PF challan with the ECR should be submitted.

### **2.29. E-TENDERING:**

1. Bank has decided to determine L1 through bids submitted on bank's e-tender website (<https://www.tenderwizard.com/indianbank>) 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 (<https://www.tenderwizard.com/indianbank>) with the help of the Service Provider identified by the Bank as detailed in **SCHEDULE**(schedule of bidding process) of this RFQ.
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 vendors 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 only. However physical document can be submitted till 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 was unable to submit the bid, in such case the Bank reserves its right 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 Annexes in the technical bid.

### **2.30. OTHER TERMS AND CONDITIONS**

- a. 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.
- b. Successful bidder shall hold the Bank, its successors, Assignees and administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its technical resources, employees, agents, contractors, subcontractors etc. However, the SB would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.
- c. Successful bidder shall be responsible for managing the activities of its personnel and will be accountable for both. SB shall be vicariously liable for any acts, deeds or things done by their technical resources, employees, agents, contractors, subcontractors etc. that is outside the scope of power vested or instructions issued by the Bank.
- d. Successful bidder shall be the principal employer of the technical resources, employees, agents, contractors, subcontractors etc. engaged by SB and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the contract to be issued for this tender.
- e. The indemnification is only a remedy for the Bank. The successful bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.
- f. Successful bidder shall be held entirely responsible for the security and the protection of their workers at all times inclusive of non-working hours. They shall be

deemed to have included for all costs associated therewith, including cost of insurance, medical expenses etc. if any. Successful bidder shall inform all his employees, technical resources, employees, agents, contractors, subcontractors etc. associated in execution of the work awarded under this RFQ to work in the specified area and they should not move around at other places of premises without any specific reason.

- g. SB or its authorized agents or its employees / technical resources shall not store or allow to store in the Bank's premises any goods, articles or things of a hazardous, inflammable, combustible, corrosive, explosive or toxic nature.
- h. SB and its employees, technical resources, agents, contractors, subcontractors or its authorized agents shall provide full co-operation to other agencies working in the premises and shall follow the instruction of site in charge. No extra claims shall be entertained on account of any hindrance in work.
- i. SB shall not be entitled to any compensation for any loss suffered by it on account of delays in commencing or executing the work, whatever the cause of delays may be including delays arising out of modifications to the work entrusted to it or in any sub-contract connected therewith or delays in awarding contracts for other trades of the Project or in commencement or completion of such works or for any other reason whatsoever and the Bank shall not be liable for any claim in respect thereof.
- j. It is well defined and understood that the labour or any employee or technical resources of the SB will have no right for claim of employment on the Bank.
- k. No extra claim shall be entertained on account of all the redo of work on account of SB's negligence and resulting into make good of the damages or damaged portions during executing the job. All such cost shall be borne by the SB.
- l. SB shall indemnify the Bank from all the acts & deeds on account of negligence by his employees, agencies, representatives or any person acting on his behalf.
- m. SB shall take all risk Insurance coverage for its employees, technical resources, representatives or any person acting on his behalf during the contract period to cover damages, accidents and death or whatever may be.
- n. SB should indemnify the Bank for Intellectual Property Rights(IPR)/copyright violation, confidentiality breach, etc., if any.
- o. The Bank ascertains and concludes that everything as mentioned in the tender document or its addendum circulated to the bidders and responded by the bidders have been quoted for by the bidders, and there will be no extra cost associated with the same in case the SB has not quoted for the same.

### **2.31. RESOLUTION OF DISPUTES**

The Bank and the successful bidder shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute between them on any

matter connected with the contract or in regard to the interpretation of the context thereof.

In case of any disagreement or dispute between the Bank and the successful bidder which remains unresolved after discussions, the dispute will be resolved in a manner as outlined hereunder.

In the event of any dispute between the bank and the contractor relating to those contracts where Integrity Pact is applicable, in case both the parties are agreeable, they shall try to settle dispute through mediation before the panel of IEMS in a time bound manner. The fees/expenses for dispute resolution shall be equally shared by both Bank and successful bidder.

In case the dispute remains unresolved even after mediation by the panel of Independent External Monitors, such differences and disputes shall be referred, at the option of either party, to the arbitration of one single arbitrator to be mutually agreed upon and in the event of no consensus, the arbitration shall be done by three arbitrators, one to be nominated by the Bank, one to be nominated by the successful bidder and the third arbitrator shall be nominated by the two arbitrators nominated as above. Such submission to arbitration will be in accordance with the Arbitration and Conciliation Act 1996. Upon every or any such reference the cost of and incidental to the references and award shall be at the discretion of the arbitrator or arbitrators or Umpire appointed for the purpose, who may determine the amount thereof and shall direct by whom and to whom and in what manner the same shall be borne and paid. **In case of Arbitration the same shall be done in accordance with the Rules of Arbitration of the "SCOPE" and the award made in pursuance thereof shall be final and binding on the parties.** Courts of Chennai city shall alone have jurisdiction to the exclusion of all other courts, in respect of all differences and disputes envisaged above.

### **2.32. RIGHT TO AUDIT:**

Bank has the right to audit the application or the application development process and control by the bank team or by engaging any third party entity in compliance with bank's security policy not limiting to VAPT alone. Security policy of the bank will be shared with the successful bidder.

### **2.33. CORRUPT AND FRAUDULENT PRACTICES:**

a) 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:

b) "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

c) "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 bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the

Bank of the benefits of free and open competition.

d) 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.

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.

### **2.34. PRODUCT WITHDRAWAL**

The bidder shall submit IV- Manufacturer Authorization Form duly signed by the **OEMs** stating availability of spares and technical support for the Solution for the period as mentioned in clause 1.4& 1.5 of this RFQ. If however, during the tenure of warranty and post-warranty AMC period, the OEM withdraws the support for the Solution or sales the solution to any third party, the successful bidder should replace the product with an equivalent or better alternative product which is acceptable to the bank, or support the existing box with spares for the five year period from the date of installation, at no additional cost to the bank and without causing any performance degradation. If the successful bidder fails to provide the product as specified above the bank reserves the right to invoke the performance guarantee.

### **2.35. SOLICITATION OF EMPLOYEES**

During the term of the Contract and for a period of two years after any expiration of the contract period/termination or cancellation of the Contract, both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and two years thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and two years thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who

- I. initiate discussions regarding such employment without any direct or indirect solicitation by the other party; or
- II. respond to any public advertisement placed by either party or its affiliates in a publication of general circulation

### **2.36. EXIT CLAUSE**

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

1. Failure of the successful bidder to accept the contract and furnish the Performance Bank Guarantee.
2. Delay in delivery beyond the specified period.

3. Delay in completing implementation/customization and acceptance tests/ checks beyond the specified periods;
4. Serious discrepancy in functionality to be provided or the performance levels which have an impact on the functioning of the solution
5. In addition to the cancellation of contract, Bank reserves the right to appropriate the damages through encashment of Bid Security /Performance Guarantee given by the Bidder.

### **2.37. REGULATORY COMPLIANCE**

The proposed solution should comply with the various regulatory guidelines issued by RBI from time to time. Additionally, the solution should also be built based on the best Information Security guidelines stipulated in IT Act 2001, specifically for the PII data being captured through the solution.

The successful bidder shall 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 as per format provided in ANNEXURE XI.

## **PART – III-ANNEXURES**

### **ANNEXURE- I –SCOPE OF WORK**

The bidder shall perform the role of a system integrator and take accountability of end-to-end solution delivery. The Bidder shall design & deliver integrations between systems internal to the Bank and support various channels. The bidder shall integrate with Bank's existing services wherever Bank has its own API for any of the FINTECH and other services – the responsibility for such integrations will lie with the successful bidder. Bidder to design and size the optimal hardware required without compromising the performance at DC & DR. Bank will provide the infrastructure as defined by the vendor. Bank may intend to implement the solution in private or public cloud and hence the bidder may separately provide the design and sizing as per the cloud infrastructure. Successful bidder should refer to the Business Requirement Document (BRD) and in parallel conduct additional discussions to understand requirements in detail. Basis the discovery, bidder shall plan, design, develop models, take sign-off and submit the deliverables with the bank. Few of the key activities includes but not limited to the following:

- a. Identifying areas to leverage existing user journeys built by the bidder in previous implementations
- b. Arriving at detailed design specification / user stories for platform functionalities and exact data points

#### **1. System Design:**

1. Bidder should design the proposed system based on identified requirements/user stories. Bidder will be required to create:
  - a. Wireframes supported by user flows and stories wherever required using the information gathered in the planning, requirement gathering phase and with

discussions with IB.

b. High level system specification with overall architecture covering Technical Architecture including security architecture

c. Low level system specification with interface level details and elaboration of the High-Level Design (HLD) core modules.

2. The product should be in adherence to standards such as OWASP-MASVS, OWASP-ASVS and other relevant OWASP standards, security and data protection guidelines in ISO 12812, threat catalogues and guides developed by NIST (including for Bluetooth and LTE security), for application security and other protection measures.

3. The product shall comply with OWASP security coding practices and a certificate in this regard to be submitted as and when required by the bank.

4. The bidder should ensure that application security guidelines/ requirements developed/ shared by operating system providers/ OEMs / bank's requirements / bank's regulatory and statutory' s requirements and guidelines must be adhered.

5. By means of diagrammatic / pictorial representations, the vendor should provide complete details of the hardware, software and network architecture of the Supply Chain Finance Solution offered; including the project plan for go live. Vendor to also provide security setup proposed in the solution and various layer of risk identification and mitigation measures.

6. The product / solution should accommodate the growth of the bank and adhere to the projections provided in the RFQ document without any commercial implications during the contract period.

7. API best practices shall be used wherever API development is required in the application.

## **2. Development/Configuration**

The bidder should develop the system in scope basis covering the end to end design considerations but not limited to system security, exception handling, logging, archiving, monitoring, definition of business rules to be implemented, writing automation deployment scripts, interface development, implementation of data exchanges. Implementation of the platform should also include all the integrations touch points identified during the design phase.

## **3. Quality Assurance**

1. The bidder should be responsible for that the performance, stability, continuity, reliability, etc. remains intact. The bidder should support in root cause analysis, bug fixes, workarounds/ troubleshooting measures for non-fixable issues and other testing activities such as SIT. It is the sole responsibility of the bidder to fix all the discovered issues during the testing performed across Unit Testing, SIT, UAT and any other testing activity.

2. The vendor should do proactive monitoring and do capacity planning at regular intervals and advise the Bank on Hardware /Software upgrades.

However, there should not be any additional cost to the Bank for any software upgrade or Hardware upgrade during the contract period as the Bank may use existing IT infrastructure or procure separately the required infrastructure based on the sizing proposed by the vendor. The vendor is supposed to provide as part of the technical solution the complete IT infrastructure details like Server, Load Balancer, Operating System, Database, Storage Capacity and other related requirements. In the event the sizing proposed by the Vendor does not meet the performance / service levels of the Bank the Vendor will at their cost carry out the necessary upgrades / replacements. The Bank has the right to deduct / recover from the vendor the required additional expenses which Bank may incur on account of such upgrades / replacements.

#### **4. Security**

The Bidder shall have to comply with Bank's IT, IS, Cyber Security policies, Digital Payment Security Control policies, Data policies etc. Some of the key areas are as under:

1. Responsibilities for data protection, privacy, availability and confidentiality.
2. Responsibilities for application security and availability.
3. Responsibilities on system and software access control and administration.
4. Responsibilities on Encryption and Key Management Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Bidder.
  1. Physical Security of the facilities.
  2. Physical and logical separation from other customers of the Bidder.
  3. Incident response and reporting procedures.

SB must submit the compliance certificate stating that the solution/product is free of known vulnerabilities, malwares and any covert channels in the solution/product along with addressing the following:

- a) The VA shall be conducted at least on a half-yearly basis; PT shall be conducted at least on a yearly basis. In addition, VA/PT shall be conducted as and when any new IT Infrastructure or solution/product is introduced or when any major change is performed in solution/product or infrastructure.
- b) Testing related to review of source code/ certification shall be conducted/ obtained. This shall continue on a yearly basis, if changes/ upgrades have been made to the solution/product during the year.
- c) Testing/ Certification should broadly address the objective that the product/ version/module(s) functions only in a manner that it is intended to do, is developed as per the best secure design/ coding practices and standards, addressing known flaws/threats due to insecure coding.
- d) Penal provisions shall be included by the bank for any non-compliance by the SB.

Password Policy of the Bank:

1. Data Encryption/Protection requirements of the Bank.
2. In general, confidentiality, integrity and availability must be ensured

#### **Other Security Features:**

1. All the activities in the IT operation are subject to audit /inspection by Security Auditors and compliance audit of the software deployment. Selected Bidder

- must take same into consideration while delivering the desired services.
2. The entire process should be secure and end-to-end encrypted. The bidder should follow Secure Software Development Lifecycle (SDLC) during the entire lifecycle of the product.
  3. The solution may undergo software and security audit as per stipulations and all remarks / observations in the audit reports to be rectified / incorporated.
  4. The Bidder must ensure to incorporate all necessary security & control features within the application, operating system, database, etc. to always maintain integrity and confidentiality of data.
  5. The bidder must ensure that solution ensures overall data accuracy, integrity, security and consistency within the different functions.
  6. The solution / software developed or customized should follow a standard development process to ensure that it meets functional, security, performance & regulatory requirements of the Bank.
  7. The bidder must ensure that there is proper testing performed in testing environment and production with different set of values.
  8. The bidder should also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all product components, list of all dependent/ external modules and list of all documents related to traceability of the product as and when applicable.
  9. If it comes to the notice of the Bank that the Vendor has suppressed any information either intentionally or otherwise, or furnished misleading or inaccurate information, the Bank reserves the right to nullify the Qualification and to disqualify the Vendor. If such information becomes available to the Bank prior to issue of Letter of Intent, bank reserves the right to disqualify the Vendor. If such information comes to the knowledge of the Bank after the award of work, bank reserves the right to terminate the Contract unilaterally at the total cost and risk of the Vendor and such action would include but not limited to forfeiture of all deposits, guarantees etc. furnished in any form. The Bank also reserves the right to recover any dues payable by the selected vendor from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any. The Bank will also reserve the right to recover any Advance paid.
  10. The Bidder should comply with the Bank's IS Policy in key concern areas relevant to the RFQ. The security requirement of the Bank will be shared with the successful bidder. Some of the key areas are as which are not limited to as under:
    - Responsibilities for data and application privacy and confidentiality
    - Responsibilities for protection of data within all states in the application i.e. Data at rest, Data at transit and data at processing.
    - Responsibilities on system and software access control and administration. Proper logs with login log out and changes made should be available to bank on daily basis based on the access control.
    - Custodial responsibilities for data, software, hardware, and other assets of the Bank being managed by or assigned to the Bidder
    - Incident response and reporting procedures. Whenever any incident takes place there should be a proper matrix to report the same. Proper escalation matrix to be shared with Bank from the Bidder side.
    - Password Policy of the Bank
    - Data Encryption/Protection /XBRL requirement of the Bank.
  11. Post implementation of the solution, the scope of bidder contains support for the following activities, but not limited to, from time to time, in relation to maintenance and upgrades/updates/patches:
    - Troubleshooting & Performance Tuning,

- Upgrades of supplied software,
  - Advisories on software upgrades & vulnerabilities,
  - Support during DR Drills,
  - OS Administration & patching as per OEM guidelines
  - VA / PT Compliance/Audit /Review as per Bank's requirement /Statuary guidelines
  - Any support required to make system & solution up and running as per SLA.
12. An authenticated session, together with its encryption protocol, should remain intact throughout the interaction with the customer. In the event of interference, the Developer will ensure controls are in place to terminate the session and reverse out the affected transactions. As an integral part of the multi-factor authentication architecture, appropriate measures to minimize exposure to a middleman attack which is more commonly known as a man-in-the-middle attack(MITMA), man-in-the-browser attack or man-in-the application attack, are implemented.
  13. The Bidder shall only install or use cryptographic modules based on authoritative standards and Industry level reputable protocols. The vendor shall implement strong cryptography and end-to-end application layer encryption to protect customer PINs, user passwords and other sensitive data in networks and storage. The Bidder shall implement or support encryption when client account and transaction data is transmitted, transported, delivered, or couriered to external parties or other locations.
  14. Enable suitable information security / cyber security and secure configuration in respect of the components, and utilities in the system, as per requirement of the bank from time to time
  15. The vendor has to perform Application Security Audit, SAST, DAST by CERT In empanelled auditors during initial implementation / go-live, and on every customization/ enhancement in functionality / version up gradation during the contract period without any additional cost to the bank.
  16. The vendor shall resolve all showstopper issues/observations raised by Audit/IS-Audit/Info Security team before go-live.
  17. Security Aspects related to application getting exposed to third party users to be met as per Banks/IS Audit policies and compliance to be ensured
  18. The solution provided should comply with the security/compliance as specified by the regulators, industry standard and international best practices. Maker-Checker should be enabled for all database changes. Further proper audit trails to be maintained in the system and should be available as reports.
  19. The solution shall have compatibility for integration with Security Operation Centre (SOC Tools) for continuous surveillance of Logs (Logging & monitoring).
  20. The solution shall have RBAC (Role Based Access Control) and have functionality to Integrate with third party Privilege Access Management tools using protocols such as LDAP, RADIUS, etc.
  21. Vendor shall adopt and incorporate a threat modeling approach during application lifecycle management into their policies, processes, guidelines and procedures.
  22. The solution may undergo software and security audit as per stipulations and all observations / remarks from the auditors in the audit report to be rectified / incorporated.
  23. Shall obtain a certificate from the application developer stating that the application is free of known vulnerabilities, malwares and any covert channels in the code. In this context,
    - Testing related to review of source code/ certification shall be conducted/ obtained. This shall continue on a yearly basis, if changes/ upgrades have been made to the application during the year; A proper change management to be

- followed up-with proper approvals and documentation.
- Testing/ Certification should broadly address the objective that the product/ version/module(s) functions only in a manner that it is intended to do, is developed as per the best secure design/ coding practices and standards, addressing known flaws/threats due to insecure coding; and
  - Penal provisions along with penal clauses shall be included by the bank into third-party contractual arrangements for any non-compliance by the application provider."
24. Vendor shall conduct risk assessments with regard to the safety and security of digital payment products and associated processes and services as well as suitability and appropriateness of the same vis-a-vis the target users, both prior to establishing the service(s) and regularly thereafter. Whenever new enhancements are done-there should be a proper risk assessment performed and documented with all controls placed. The risk assessment should take into account –
- The technology stack and solutions used;
  - Known vulnerabilities at each of the touch points of the digital product and the remedial action taken by the entity;
  - Dependence on third party service providers and oversight over such providers;
  - Risk arising out of integration of digital payment platform with other systems both internal and external to the RE, including core systems and systems of payment systems operators, etc.;
  - The customer experience, convenience and technology adoption required to use such products;
  - Reconciliation process;
  - Inter operability aspects;
  - Data storage, security and privacy protection as per extant laws/ instructions;
  - Operational risk including fraud risk;
  - Business continuity and service availability;
  - Compliance with extant cyber security requirements; ad- Compatibility aspects.

### **DEPLOYMENT & GO LIVE**

The bidder should deploy the solution in production environment provide hyper-care support and maintenance. The bidder should observe the user working patterns, provide support, training and technical help, fix issues/bugs being discovered in this phase and guide the users for best practices without any additional cost to the bank.

### **OTHER REQUIREMENTS:**

1. A request from the Bank to implement variants of the products already implemented shall not be treated as a change request / customization. And should be managed via configuration changes by the Bidder.
2. Vendor should provide the complete documentation including but not limited to technical, operations, user manual, system manual.
3. Following documents should be delivered by the Vendor to the Bank for every software including third party software before software/ service become operational, which includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, system configuration documents, system/ database administrative documents, debugging/ diagnostics documents, test procedures etc.
4. Bidder should fix bugs/VAPT observations identified during the period of contract free of cost to the Bank.

5. Bidder should warrant all the software against defects arising out of faulty design, workmanship etc. throughout the contract period.
6. Bidder should ensure availability of technical expertise and SMEs to extend continuous support to the on-site team.
7. Bidder will be responsible to manage day-to-day operations, system administration & maintenance, database administration, backup and recovery, system support, troubleshooting, technical support, patching, configuration, deployment, change & release management and support (L2 & L3) , end to end support of application runtime environments( example- Java, .NET framework) and middleware, DR& BCP activities.
6. Bidder should resume operations from an alternate site with minimum downtime whenever required.
7. Bidder in consultation with Bank will decide on the Change Requests (CR) to be taken up for coding and estimate the man days required for each CR and prepare a Business Requirement Document (BRD). After BRD approval from Bank, bidder team will start working on the CRs. If BRD is not available, bidder team will start working on the approved CR.
8. Bidder has to provide on-Site maintenance of Supply Chain Finance Solution, API management and related products with customization, change management, addition of new reports as required and desired by the Bank. Performance tuning of application, necessary and adequate patches, upgrades, utilities, tools etc. after successful GO-LIVE of the Supply Chain Finance Solution at the Bank, inclusive of providing support for day to day functional and technical support to the Bank's team at Corporate Office, Chennai/ DR Site, Hyderabad/any other place decided by bank.
9. Bidder has to provide application maintenance for error fix, patch management, up-gradation, additions / modifications in the application to cater changes to data sources and /or new reporting requirements during warranty period and after warranty.
10. Bidder has to address all VAPT / 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 auditor.
11. Bidder will be required to provide root cause analysis for all performance and availability problems that occur. Formal root cause analysis to be delivered within 5 days of problem occurrence, including-
12. Explanation of the root cause
  - a. Actions taken to resolve the problem
  - b. Action plan to prevent recurrence, with project plan/tasks required and timing for each major milestone of the correction effort, and identification of Bank's responsibilities in the correction process.
13. Bidder has to
  - i. Undertake and assist the bank officials for the following Access Control activities (indicative):
  - ii. User account Creation/deletion as per access policy of the organization
  - iii. Creating/modifying/deleting groups
  - iv. Administering user rights, roles and passwords of all the relevant subsystems.
  - v. Maintaining data access security etc.
  - vi. Regular submission of various reports for all activities undertaken at periodicities, formats and activities etc. as decided by and at the discretion of Bank.
14. Undertake and assist the bank officials for the following Performance Tuning activities(indicative):

- a. Methodically carry from diagnosis to solutions.
- b. Assist in device safe and secure procedures for enhancing performance of critical production systems/databases in a competitive, policy based environment in co-ordination with application vendor.
- c. Identify, correlate and isolate the performance bottlenecks in components of software solution.
- d. Carry out performance tuning of solution application and databases on regular basis.
- e. Regular submission of various reports for all activities undertaken at periodicities, formats and activities etc. as decided by and at the discretion of Bank.
2. Undertake and assist the bank official the following server administrator activities (indicative):
  - a. Solution software Re-installation in the event of system crash/failures
  - b. Configuring file systems, volumes and apportioning disk space.
  - c. Ensure proper configuration of server parameters.
  - d. Periodic system performance tuning.
  - e. Addition, deletion, re-configuration of devices, additional users etc.
  - f. Implementing security patches on servers at all levels.
  - g. Security management - Configuring account policy, access rights, password control as per Bank's security policy.
  - h. Ensure all critical services are running properly on the servers. Schedule and optimize these services.
  - i. Maintain lists of all system files, root directories and volumes.
  - j. Performance tuning of servers and other equipment
  - k. Monitoring access logs and application logs
  - l. Purging of temporary Files, logs in accordance with Bank's policies
  - m. Firewall/IPS/IDS Policy formulation and implementation in the system supplied.
  - n. Data backup (online and offline) and restoration planning and implementation.
  - o. Regular and proper backups of all Servers & Storage to protect against data losses.
  - p. Regular analysis of events and logs generated in the entire sub systems including but not limited to servers, operating systems, databases, applications, etc. Applying service packs, hot fixes and security rollouts.
  - q. Customizing login scripts
  - r. Troubleshooting Problems etc.
  - s. Regular submission of various reports for all activities undertaken at periodicities, formats and activities etc. as decided by and at the discretion of Bank.
  - t. Submission of incident report along with RCA – Root Cause Analysis.
18. Integration with Database Activity Monitoring, Database fine tuning, Privileged Identity Management, security information and event management and Vulnerability Assessment System installed at Bank.
19. Undertake with and assist the bank official the following server administrator activities(indicative):
  - a. Installation, configuration and commissioning of Backup plan/ policy
  - b. Configure Backup for automatic backup of Application and Data.
  - c. Media Logs/Replacement
  - d. Recovery of Data in case of necessity etc.
  - e. Regular submission of various reports for all activities undertaken at periodicities, formats and activities etc. as decided by and at the discretion of Bank.

20. Monitoring and confirming the DR replication and performing DR:
  - a. Ensuring that the application maintains the RPO and RTO as per bank policy.
  - b. Performing switchover and switchback operations for DR drills as per the RFQ terms.
  - c. Documentation of the detailed procedure for switchover/failover and switchback/fallback operations to be performed during DR drill/Disaster.
  - d. Data protection, complete data backup and other data safeguards including disaster recovery in respect of the project.
  - e. Coordinating with bank for creating infrastructure for Disaster Recovery and Business Continuity Management as per Bank policies.
21. The bidder should provide Solution Administration manual(s), User / operational manual(s), regular training manuals and all related manual(s), service guides and handbooks, which shall be used by the Bank to run the ideal production environment. This should include how the various parameters should be monitored and tuned in the live system. Manuals should be provided in printed duly hard bounded form and 2 sets in soft copy duly labeled and indexed working CD/DVD.
22. The bidder will be responsible for notification of new versions / releases of the Supply Chain Finance Solution and supervise their implementation in mutually agreed deadlines.
23. Enter into the obligation that in the event OEM releases a new version of software, and bank is using one of the previous versions, OEM would provide the full scope of services to the version used by bank for the period of at least 5 years from the date of go live.
24. Bidder to Conduct 4 DR drills after Go live of the solution in conjunction with the Bank or as required by the Bank in the period of 1 year from the date of Go Live and in contract period as per the bank's policy. Bidder should also assist the bank in conducting the DR drills independently.
25. All installation and configuration reports, documents, diagrams etc are to be supplied before commissioning.
26. All professional services of the vendor required for complete installation, commissioning and maintenance shall be included in the scope of work.
27. System should have parallel processing abilities where at any point of time more than one user can view the case and record their queries.
28. The bidder has to provide costing for one onsite developer who will be responsible for customization, parameterization and designing workflows. Any replacement of developer should have concurrence of bank. Bidder will not be allowed to change the developer without the bank's approval. However, the change of developer can be requested by the bank.
29. SB must support for solution/product's compatibility for any change/upgrade of hardware/software infrastructure/technology stack but not limited to processor model, storage, RAM, OS, hypervisor, database, runtime, and middleware without any additional cost to bank.
30. Bidder should hand hold the bank during the implementation phase and also post implementation phase till the system stabilizes. Vendor should position sufficient number of staff for addressing the issues during the roll out and stabilization period without any additional cost to the bank. Requisite modules would need to be rolled out to all branches domestic & international branches/offices, /Regional Offices, Head Office Departments and any other office as desired by the Bank.
31. Developers should have minimum 2-years of development experience on the proposed solution with capability to address the end to end product development life cycle management but not limited to adherence to secure

- coding standards, ensuring zero vulnerabilities and threats to the system, documentation, liaising with bank's internal team (business and technical).
32. L2 Support resource should have minimum 2-year of experience with capability to address the end to end product support but not limited to addressing bank's requirements, documentation, business impact analysis, patch/change/configuration management, escalation management, liaising with bank's internal team(business and technical), facilitate to reduce the complaints through automations, facilitate for automation of manual work/jobs, performance tuning, incident management and response, submission of RCA, ensuring the system security, performing DR drill and business continuity as per the bank's requirements, adherence to bank's internal IT process and policy, customization's support, application's configuration and database's backup, setup of environments, availability of environments to bank, proactive addressing complaints and service requests from the bank as per the SLA.
  33. L3 Support resource should have minimum 4 years of experience with capability to address the end to end product support but not limited to addressing bank's requirements, documentation, business impact analysis, patch/change/configuration management, escalation management, liaising with bank's internal team(business and technical), facilitate to reduce the complaints through automations, facilitate for automation of manual work/jobs, performance tuning, incident management and response, submission of RCA, ensuring the system security, performing DR drill and business continuity as per the bank's requirements, adherence to bank's internal IT process and policy, customization's support, application's configuration and database's backup, setup of environments, availability of environments to bank, proactive addressing complaints and service requests from the bank as per the SLA.
  34. The bidder should proactively support and implement the baseline security configurations for Application and associated components but not limited to third partylibraries/software/drivers/SDK/API/tools/middleware/applicationruntimesin accordance with the industry best practices and bank's information security policy and baseline documents as well as Statutory and Regulatory requirements/guidelines
  35. The bidder should ensure that required security controls are in place in the proposed solution and platform to prevent the all the security vulnerabilities and threats but not limited to malpractices, fraud attempts, mis-configurations.
  36. Bank shall provide only infrastructure defined under – -INFRASTRUCTURE REQUIREMENT FOR THE SOLUTION". Bidder must factor the cost and also provide end to end support through OEM for all third party softwares except Operating System, Database, Backup Software, load balancer but not limited to installation, configuration, upgrade, patch update, hardening as per bank's policy, addressing of VAPT/Audit's observations, resolving technical/performances issues.
  37. Bidder must ensure back to back OEM support for proposed solution and platform covering all dependent / associated components but not limited to third party libraries/software/drivers/SDK/API/tools/runtimes/middlewareexcept the infrastructure defined under – INFRASTRUCTURE REQUIREMENT FOR THE SOLUTION".
  38. Successful Bidder must address end to end support of application/platform runtime environment (example – Java, .NET) and middleware( example – Redhat JBOSS EAP, IBM Weblogic, Oracle WebSphere) which is required for hosting the platform but not limited to installation, configuration, upgrade, patch update,

hardening as per bank's policy, addressing of VAPT/Audit's observations, resolving technical/ performances issue, liaising with OEM. Bank shall only provide required subscription/licenses.

39. Bank has the right to deploy DAM (Database Activity Monitor) solution, PIM (Privileged identity management) and SIEM (Security information and event management), Anti-Virus and another security and compliance solutions required the bank in servers in order to comply with bank's policy and applicable regulatory, security advisories guidelines without any additional cost. Bidder must not object these deployment as required by bank citing any other reasons.
40. The bidder should ensure that proposed solution/platform must be integrated with bank's security solutions but not limited to SIEM, SOAR, Fraud Risk Management Solution without any addition to cost.
41. The bidder should ensure that proposed solution/platform must have capability to on-board on bank's internal tools/solutions but not limited to DRM (Disaster Recovery Management), ITAM (Information Technology Asset Management Tool), Backup solutions.
42. Successful Bidder must liaise with bank's partners, bank's internal team, bank's service/solution providers, OEM of the proposed solution and other agencies as required by bank for addressing development/customization integration and support requirements of bank specific to proposed solution life cycle management but not limited to integration support, trouble shooting of issues, proposed solution development/customization specific to development/customization aspects, performance tuning without any additional cost to bank.
43. Successful Bidder must ensure that solution must be platform agnostic and can be deployed in any platforms.
44. The proposed solution should be able to integrate with all current and future application of the bank which are developed in-house or procured. Indicative list of current applications and which are futuristic in nature are mentioned below. The successful bidder should work with the respective vendor of the below mentioned applications for integrating with their VFS solution. The solution to which it will be integrate will not be limited to the following
  - a. Core Banking Platform at our Domestic & Foreign Offices, currently
  - b. Bank's Payment Hub/Middleware
  - c. Bank's Mail server
  - d. Bank's SMS Gateway
  - e. Bank's LOS system
  - f. Bank's Customer On boarding and KYC
  - g. Bank's Treasury application
  - h. Mobile Banking
  - i. Internet Banking
  - j. SMS
  - k. Chat Bot
  - l. Customer Relationship Management (CRM)
  - m. Document Management Solution (DMS)
  - n. Debit Card Management System

- o. Credit Card Management System
- p. FRM Solution
- q. Digital Banking Platform / Digital Lending Platform (Digital Engagement Hub)
- r. Government Business Module
- s. Enterprise Service Bus (ESB) and API Manager
- t. Security Operations Centre (SOC Tools)

Any other solution which will be procured by the bank during the contract period and the same is required to be integrated with the VFS solution, then the vendor should integrate the same without any cost to the bank.

### **Help Desk Requirements**

Deployment of onsite /online/ remote support through e-mail/ SMS alert from System/Integrator/OEM/OSD depending upon the criticality of the issue on 24X7X365 basis.

The expected time of response should be average 60 minutes per call. Escalation process should be put in place for unresolved issues.

Help desk should be well trained to effectively handle queries raised by the Bank customers/ employees, etc.

The technical bid should cover the support structure available for the administrators and Bank users.

### **Training Requirements:**

Mandatorily comprehensive training (technical and functional separately) to Bank Staff, during the contract period. This training shall be provided as and when required by the Bank. Vendor shall train designated IB officials on the configuration, operation/ functionalities, work flow design, customization, maintenance, support & administration for software/ hardware/ Database/ OS/ Middleware, application architecture and components, installation, troubleshooting processes of the proposed solution.

A brief write-up to be included with regard to how the vendor proposes to address the training needs at multiple levels within the Bank. The bids should inter alia cover the time period for which they would be made available. The bidder should ensure onsite training for all the users at the time of UAT and bidder should be flexible to give training to the users as and when required/ demanded by the bank at any point contract period.

Training will need to be carried out onsite at Chennai or any other place decided by bank for IT team and through WebEx / Video Conference for users at various locations. The training program may be split into 2 groups – Technical and Trainer level training. The bidders are requested to indicate the optimum number of days/ hours required for both Technical and User level training programs. The users in the other branch offices can be trained through WebEx and /or Video Conferencing.

The Bidder will be responsible for training the Bank's employees in the areas of implementation, integration, migration, operations, management, error handling, system administration, etc. Training will be conducted at identified location. The training should at least cover the following areas:

- a. Functionality available in the solution

- b. New functionality customized (if any)
- c. Designing Workflow & User interface
- d. Configuring Business rules
- e. Integration
- f. Data Migration (data mapping, field validation, default values, gaps in data migration, manual data entry programs etc.)
- g. Impact Analysis
- h. Generating various MIS/EIS reports from the solution provided
- i. System, User and Application administration
- j. Management of servers, storage, database and security
- k. Log analysis and monitoring
- l. Backup and Recovery Operation
- m. Troubleshooting

Bidder has to arrange such training twice during the contract period without any additional cost to the Bank and number of trainees will be decided by the Bank. All the trainings would be held at the appropriate sites (Bidder and Bank premises as identified from time to time) and the Bidder has to organize the trainer/s.

The Bidder will be expected to deliver to the Bank one (1) physical copy and one (1) electronic copy of documentation for each of the deliverables and online context sensitive help module included in the software to enable the Bank's personnel to use and understand the operations of the deliverables. The Bank may make additional copies of the Bank specific documentation for their internal use.

End-user level training need to be provided primarily on the model of 'Train the Trainers' not limited to the following topics: -

- a) Alert / reminder configuration
- b) Use of the application
- c) Easy adoption by the user
- d) Troubleshooting at the user level
- e) Ad-hoc report generation

Standard Operating Procedure (SOP) and training materials for system administration, end User (module wise/ scheme wise/vertical wise) and solution management will be prepared by the bidder and deliver to the Bank. Bidder will update the documents as and when required during contract period. Bank reserves the right to make copies of these materials and distribute to as many users of the bank as desired.

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## **ANNEXURE-I-A-FUNCTIONAL REQUIREMENTS**

### **1.1 FUNCTIONAL REQUIREMENTS FOR SUPPLY CHAIN FINANCE SOLUTION**

Proposed Supply Chain Finance Solution has to have the following functional requirement; bank may change/ add new functions at the time of execution basis new developments. Detail Processes & templates shall be provided at a later stage.

<b>Feature Status</b>	<b>Short</b>	<b>Remarks</b>
Readily Available	A	The feature is already supported and included in the Solution <b>(5 Marks shall be allotted for each function )</b>
Customization	C	Can be developed / customized and delivered along with the Solution, prior to implementation at no extra cost. <b>(3 Mark shall be allotted for each function)</b>
Neither of the above*	N	The feature is not readily available or could be customized before implementation at no extra cost. <b>(0 Marks shall be allotted for each function)</b>

**\* If the vendor is not able to customize the features / function which are not readily available, they may be technically disqualified.**

Total weight of this functional specification's compliance is 55 (as mentioned in the technical bid evaluation) and marks obtained will be calculated as under: -

Marks obtained = (total marks obtained in section A)/(Maximum marks of section A) \*55

<b>S. No.</b>	<b>Business / Functional requirements</b>	<b>Readily Available (A)/ Customization (C)</b>	<b>Bidder's Comments (Explanation On the requirement)</b>
<b>A1</b>	<b>Core Functionality</b>		
A1.01	The solution can be accessed by all the / selected Indian Bank branches/ Zonal offices/ Other Offices of IB. Bank team should be provided with Role based access through a portal for processing, configuration, monitoring, dashboard, etc.		
A1.02	Solution should have an administrator module to set Bank level parameters (customer wise/region wise / branch wise etc.,) for Supply Chain Finance Solution and for user administration like creation and managing users with distinct credentials.		

A1.03	Solution should provide self- service portal with required fields as per the details given under Vendor (VFS) / Dealer (DFS) process flow to capture data for different users - Vendor, Dealer, Corporate, Bank (Checker 1), Bank (Checker 2), Bank (Administrator) and Bank Audit/Inspection.		
A1.04	The system should provide the ability for a user of Indian Banks to use current Internet Banking account log-in to access the SCF system without having to sign in again		
A1.05	Customer ID is created for Vendors, Dealers and Corporate in CBS through proper on boarding. Bank would provide the required fields to be maintained in the Solution as per the details given under VFS, DFS data fields and data from Bank - Supply Chain Finance Solution from the Customer ID created will be pushed to the Solution/platform upon creation of Vendors/dealers/corporate customer IDs. Platform should be able to carry out validations (for e-KYC, checking financial statements, etc) for on-boarding The on-boarding needs to be easy, convenient and automated as much as possible.		
A1.06	Bank will allot an overall limit for corporate and sub limits for vendors/dealers assessed and while opening the bill finance for them. These limits are to be maintained and regulated through real time transactions being done in the system. The limits allotted to the Corporate and Vendors / dealers should be auto updated in the solution and control should be available in the solution to restrict transactions up to the limit.		
A1.07	The system should provide a set of limit management levels that are configurable, including but not limited to: Anchor Limit which has the highest authority over other limit levels, Program Limit, Product Limit (e.g. PO Financing Limit), Supplier (specific Customer) Limit.		
A1.08	All mirror image transactions related to Supply Chain Finance Solution should happen in the solution and only credit, debit and income amounts are to be passed on Bank's Core Banking Solution as required by the Bank.		
A1.09	Solution should provide parameterized options to Bank for automating the workflow process for each relationship.		

A1.10	Solution should be able to allow a Bank user to select a pre-defined template to configure financing products, interest rate formula etc.		
A1.11	Vendor (VFS) / Dealer (DFS) should have the option to choose any future date for discounting in congruent with their respective corporate who has to accept it. Option should also be available for rejecting the invoices raised by Corporate/Dealer.		
A1.12	The portal should have a provision of invoice management system which includes option to create invoice and track them, upload the files, modify invoice, delete invoice etc. System should execute the de-dupe check on invoices to remove the duplicate invoices.		
A1.13	Corporate should have the facility to deduct applicable TDS/other taxes from the invoice submitted by the vendor while accepting and forwarding it to the Bank.		
A1.14	Vendor / Dealer / Corporate must have the provision to authenticate the submission of requests from their respective self-care portal login by digitally signing it.		
A1.15	The self-care portal to be integrated with Internet banking/mobile banking / Omni-channel for enhancing customer experience.		
A1.16	Vendor & Dealer should have provision to accept and Cancel the transaction before Corporate accept it. Similarly, Corporate should have provision to return the request submitted back to Vendor and Dealer for rectification / cancellation.		
A1.17	Each Corporate-Vendor, Corporate-Dealer should be a unique combination. Corporate should have the option to upload the purchase orders.		
A1.18	The system should have Provision for Digital PO management.		
A1.19	The system should provide the ability for creating POs or uploading POs and track those POs in a single database. It should have option for keyboard inputs and batch file upload.		
A1.20	The system should have also have an option for modifying and deleting the PO.		
A1.21	The system should have provision to integrate with ERP system of the corporate to ensure automation of transaction updates.		
A1.22	The liability should be booked in respect of Vendors (under VFS) and Corporate (under DFS) under bill finance/discounting.		

A1.23	Vendors (under VFS) may not have current account with the Bank in which case the credit to be effected through RTGS/NEFT/NACH to their account with their existing Bank, as the case may be and Dealer (under DFS) may not have current account with the Bank and to be dealt in similar way.		
A1.24	The solution should provide facility to the bank to classify vendors into strategic (having Bank relationship) or non-strategic (Not having banking relationship) customers to segregate and offer differentiated solutions as per SCF program with anchor		
A1.25	Solution should have provision to upload documents such as invoice/ bill/ delivery challan/ dealer receipt/e-way bill or any such documents as deemed necessary to evidence the genuineness of the transaction.		
A1.26	SMS/E-Mail to vendors, dealers and Corporates should be sent as per Bank's requirement for few days (parameterized field as per Bank's requirement) prior to the actual date to make the funds available.		
A1.27	Software solution should have provision to capture additional field information at each forwarded stage for all modules.		
A1.28	On the due date of bill, corporate account under VFS and Dealers account under DFS are to be debited through Bank's authorization module and to wipe out the BP liability of Vendors/Corporate/ Dealer as the case may be.		
A1.29	Relationship-based pricing for events such as invoice presentment, invoice payment etc., should be available in the solution.		
A1.30	Relationship based pricing at the anchor level and facility to modify the rates for the suppliers for special schemes and arrangements for strategic vendors of the anchor should be made available in the solution. Relationship based pricing should also consider the risk associated at anchor level, program level, product level and supplier level in accordance with bank's risk policy		
A1.31	Accounting entries are to be maintained by the service provider solution as required by the Bank, which will also be replicated in CBS.		

A1.32	Solution should have provision to generate outstanding book report and send regular book reports to all stakeholders (Bank, Corporate and its dealers/vendors).		
A1.33	Solution should provide end to end finance management right from invoice presentment, finance request, finance disbursement, interest computation and collection till finance recovery along with handling over due's and NPA management.		
A1.34	Interest rate set in CBS for the Corporate, and Vendors / dealers should be auto updated in the solution and calculation methodology should be in sync with the calculation methodology in Bank's CBS. Solution to provide de-dupes check for invoices with internal or external integrations and checks. Payment at due date to be routed through Supply chain platform to track recollection		
A1.35	All authorizations by Bank users should be with Maker- Checker concept i.e. dual authorization should be available wherever required as required by the Bank.		
A1.36	Bank should be in a position to set whether the stakeholders (Corporate, vendor, dealers) should have single user authorization or maker checker based dual authorization.		
A1.37	Letter of Recommendations / Stop supply arrangement/ other agreements/ documentations with the corporate/ vendor/ dealers can be processed through the solution.		
A1.38	Further basing on any change in the policy / bank requirement, the rule engines can be configurable through a portal/API.		
A1.39	Digital Sourcing of Anchors and Dealers		
A1.40	Integration with LMS for bulk discounting, Realization of Bills and NPA trigger etc		
A1.41	Collection services for Dealers		
A1.42	Digital sourcing of Retail loans from Dealers		
<b>A2</b>	<b>High Level Services</b>		
A2.1	Ability for the vendor to provide end to end service from customer Sourcing to transaction monitoring		
A2.2	Service Provider should be able to provide end to end transaction processing system including a Customer Frontend and Bank Back-office systems		

A2.3	Ability to support all the various Supply Chain workflows in this system		
A2.4	Service Provider should be able to provide sales and marketing assistance to the bank in growing it's book by sourcing the vendors and dealers for the bank sanctioned programs		
A2.5	Service Provider should be able to introduce new Anchors for sanctioning new programs		
A2.6	Service Provider should be able to provide L2 support to the bank customers for resolving their day-to-day transactional queries as and when required (7 days a week)		
A2.7	Service Provider should be able to provide these services in Pay per use model with minimal License fees from the bank for taking the system LIVE. Payment needs to be function of business generated with minimal/no one time Setup/licensing cost.		
A2.8	Service Provider must be already LIVE with outsourced SCF model with commercial bank/s in India		
A2.9	Platform should support integration with Bank's Internet and Mobile banking / Omni-channel Platform		
<b>A3</b>	<b>Workflows</b>		
A3.1	System should allow the configuration of various products not limited to the list mentioned as under		
A3.1.1	Dealer Finance		
A3.1.2	Vendor Finance which includes Reverse Factoring/Payable Financing		
A3.1.3	Indent Based Financing - Advance Payment		
<b>A4</b>	<b>System Support</b>		
A4.1	Ability to define Anchor Customers and their vendors and dealers		
A4.2	The platform should provide channel partner level data on the sanctioned limit, utilized limit, Available limit, Total overdue, Live Transactions, etc.		
A4.3	Ability to Capture complete profile details and ID numbers for these customers		
A4.4	Ability to capture important Personnel and their contact details		
A4.5	Ability to capture RMs for each customer		
A4.6	Ability to define multiple programs for 1 Anchor Customers		
A4.7	Ability to define Program Parameters like Portfolio limit for each program		

A4.8	Ability to link multiple Buyers and Sellers to one program		
A4.9	Ability to Define Below parameters at Programme/ Relationship Level		
A4.9.1	Interest Rates linked to EBLR/ MCLR		
A4.9.2	Penal Interest Rates linked to EBLR/ MCLR		
A4.9.3	Per Transaction Limits		
A4.9.4	Stale Period		
A4.9.5	Borrower Limits and Adhoc Limits		
A4.9.6	Limit or Repayment Account Number		
A4.9.7	Credit Accounts for the Seller		
A4.9.8	Holiday Handling Logic		
A4.9.9	Tenor and Due Date calculation logic		
A4.10	Ability to define Margin %		
A4.11	Ability to define upfront/rear end interest/monthly recovery mechanism		
A4.12	Ability to define multiple interest rate (EBLR/ MCLR)		
A4.13	Ability to define different Main and Adhoc Limit interest rates		
A4.14	Ability to define Aggregate Limits for the borrower		
A4.15	Ability to define non- Aggregate limits for the borrower		
A4.16	Ability to define Holidays		
A4.17	Ability to link multiple LMS customer ids to one CBS CIF ID		
A4.18	Ability to track Over dues, SMA and NPAs at CBS CIF ID level and report them accordingly and block the transactions - useful when for one entity, multiple outlets are there, and outlet level limits are provided		
A4.19	Ability to post Month End Interest in the limit accounts of the borrowers and do compounding by considering both Penal and Normal Interest rates		
A4.20	Ability to capture multiple Credit accounts for a relationship based on Dealer/Vendor code.		
A4.21	Ability to define Charges and recover it from the Limit account of the borrower along with GST.		
A4.22	Ability to define Program level limits		
A4.23	Ability to define for a relationship if auto processing of transactions will be required or not		
A4.24	No need to have a current account definition with the bank for excess credit refund		
A4.25	Bank user and privileges setup		

A4.26	Different interest rates for Grace Period possible		
<b>A5</b>	<b>Customer Transaction Workflow Setup</b>		
A5.1	Push/Pull Mechanism		
A5.2	With Acceptance/Without Acceptance Mechanism		
A5.3	Invoice File and Reverse File Formats Mapping with minimal to no changes required at the client side		
A5.4	Ability to support and validate the Digital Signatures on the document to ensure legal sanctity of the invoices and acceptances		
A5.5	Ability to request/accept for part amount of the invoice		
A5.6	Ability to do invoice de-dupe checks at the time of uploads		
A5.7	The platform should verify the Authenticity of the invoice/purchase order		
<b>A6</b>	<b>Customer Transaction</b>		
A6.1	Ability to map the invoice/acceptance formats of the buyer and Seller		
A6.2	Ability to integrate with their/aggregators ERP systems as required by them		
A6.3	Ability to ensure that the transaction workflow at the buyer/seller side follow the steps in the transaction setup		
A6.4	Ability to get digitally signed invoices and acceptances uploaded by the buyers and sellers if the setup is done accordingly		
A6.5	Ability to provide the customer's transactions in the bank maker queue with all the transaction parameters		
A6.6	Ability to calculate Due Date, Disbursal Amount and upfront Interest Amount based on the setup done		
A6.7	Ability to process the transaction and book borrower limits in SCF LMS after following maker- checker steps		
A6.8	Ability to stop the transactions failing validations and allow eject of certain transactions within a batch and process the remaining batch.		
A6.9	Ability to integrate with CBS to debit the borrower/NBFC limit account and credit Seller's Account		
A6.10	Ability to update UTR numbers from the response		

A6.11	Ability to calculate interest on a daily rolling bases with monthly compounding		
A6.12	Ability to update/allow reject of transactions by the maker and checker in case of limit bursts and DPDs before passing the request to CBS/bank system		
A6.13	Ability to settle loans on a FIFO basis based on the feed received from CBS system		
A6.14	Ability to free up the limits based on this settlement		
A6.15	Ability to notify customers on each of transactions events/steps		
A6.16	Ability to do reverse feed integration with Sellers/buyers as required by them		
A6.17	Ability to mark DPDs in case of overdues and calculate Penal Interest rates based on the Loan Outstanding amount at invoice level		
A6.18	Settle Charges (inclusive of GST) followed by Normal and Penal Accrued interest first followed by Normal and Penal Capitalized Interest followed by the Principal against an invoice		
A6.19	Ability to maintain excess repayment in the Limit account and refund the same to the borrower's account in another bank or adjust against the future invoice/loan		
A6.20	Ability to Cancel and Re- upload the same invoice number from the solution itself in case of technical issues/Technical Returns		
A6.21	Ability to report and stop transactions by monitoring Over dues and NPA at CBS CIF id level		
A6.22	Ability to integrate with the host and do retries/inquiries of the disbursal transactions due to technical failures		
A6.23	Ability to do auto-debit and settle transactions on a FIFO basis for all the due and overdue loans for customers having current account with the bank/NACH Debit		
A6.24	Commercial Finalization - The bank should be able to set up the commercials of the program and of all the channel partners on the Platform itself.		
<b>A7</b>	<b>MIS Reports</b>		
A7.1	Outstanding Loan Details		
A7.2	Limit Position for the customer		
A7.3	Client Summary		
A7.4	Interest Computation Details		
A7.5	Repayment Advice		

A7.6	Charge Summary Report		
A7.7	Limit position report for the bank		
A7.8	Life Cycle Report for bank		
A7.9	Accrued Income Report		
A7.10	Open unconfirmed invoices		
A7.11	Open confirmed invoices		
A7.12	Paid invoices		
A7.13	Past due invoices		
A7.14	Open debts		
A7.15	Paid debts		
A7.16	Overdue debts		
A7.17	Invoices that are due on a specific day or date range		
A7.18	Debts that are due on a specific day or date range		
A7.19	Invoices Aging report		
A7.20	Debts Aging report		
A7.21	Open credit limits granted to corporate customers (e.g., Anchors, Suppliers)		
A7.22	Credit limits that expire on a specific day or date range		
A7.23	The platform should provide an interactive visual dashboard customizable as per the needs of the bank.		
A7.24	The user should have access to desired level of information with the provision to drill down on data		
A7.25	The dashboard should be there for corporate, dealers, vendors		
A7.26	Comprehensive MIS reports including regulatory reports, analytical reports and Bank's Customized reports should be made available.		
A7.27	The reports thus generated should be downloadable / exportable in PDF / excel Formats.		
A7.28	The system should be able to make report from real time and archived data		
<b>A8</b>	<b>Additional Reports</b>		
A8.1	Maturity wise bill reports (age wise) stating the vendor, corporate/principal, amount, interest rate, and date of purchase, commission with bill reference and invoice number.		

A8.2	Bill advice showing all the details of invoice amount, invoice no, bill reference, maturity, lodge date, realized date, overdue days, overdue interest, details of vendor, corporate, with all the details of purchase etc.		
A8.3	Total liability registers of a particular vendor and particular branch on a specified date with an option of age wise reports.		
A8.4	Total bill outstanding register stating the vendor, corporate/principal, amount, interest rate, date of purchase, commission in chronological order.		
A8.5	The report on the invoices uploaded with the invoice amount, date, name of the vendor, corporate and the status of the report.		
A8.6	Report of the bills not honored/ rejected with reason for rejection		
A8.7	The interest collected report with segregation on vendors, corporate, time frame etc.		
A8.8	Reports of the overdue bill		
A8.9	Reports of the commission Collected on a specific period based on vendor, corporate, time period, state, commodity etc.		
A8.10	Reports of the bills realized with the following details mentioned -Total bill amount -Realized bill amount -Interest, commission taken -Vendor & corporate -commodity		
A8.11	The bill turnover report for a specified period on the parameters of vendor, corporate, time period, state, commodity etc.		
A8.12	Report of the bills outstanding, purchased, realized on the parameters of vendor, corporate, time period, state, commodity etc.		
<b>A9</b>	<b>Email Alerts</b>		
A9.1	Invoice Upload		
A9.2	Invoice Acceptance		
A9.3	Finance Request		
A9.4	Funding		
A9.5	Reject		
A9.6	Repayment		
A9.7	Overdue		
A9.8	Annotate		
<b>A10</b>	<b>Sales and Operations Support</b>		
A10.1	Service Provider should provide dedicated RM for the bank		

A10.2	Service Provider should have a team on the ground to reach out to the vendors/dealers PAN India for becoming customers of the bank sanctioned programs		
A10.3	Service Provider should be able to co-ordinate with the Anchor SPOC, Dealer/Vendor and respective bank branch to ensure that the borrower gets on-boarded on the platform swiftly		
A10.4	Service Provider should be in regular touch with end customers to understand and address all their service related queries		
A10.5	Service Provider should be able to proactively highlight any vendor/dealer if they are facing any financial stress so as to safeguard the bank loan account.		
A10.6	Service Provider should be able to help the bank in assessing a new borrower with latest methodologies like GST based data analysis		
A10.7	Service Provider should be able to help the bank in renewing a new borrower with latest methodologies like GST based data analysis		
A10.8	Service Provider should be able to handle all the customer queries at L2 level with NIL to minimal involvement of the bank personnel		
A10.9	Service Provider should be able to provide resources/team to handle operational tasks like Customer Onboarding, transaction processing as a maker in the back-office system		
A10.10	Should be able to provide support for daily EODs especially when there are balance reconciliation issues of the limit accounts in SCF system and CBS system and resolve the same		
<b>A11</b>	<b>Regulatory Support</b>		
A11.1	Service Provider should be able to make necessary changes in the system and support bank to ensure that regulatory requirements are met without any further extra cost to the bank.		
<b>A11.2</b>	<b>Regulatory requirements can include the followings, but not limited to:</b>		
A11.2.1	a. Moratorium Support		
A11.2.2	b. NPA reporting and NPA reporting changes		
A11.2.3	c. Maintenance of Current Account		
A11.2.4	d.SMA tracking and handling restructuring of account.		

<b>A12</b>	<b>API INTEGRATION</b>		
A12.1	The vendor should provide an end-to-end integration with the existing systems /any other systems/Fintech Partners/ Rating Systems etc in bank for financing supply chain related advances. The selected bidder would have to do system study, identify gaps, resolve these gaps, test all such scenarios and then implement the same into Production.		
<b>A13</b>	<b>PROGRAM DISCOVERY</b>		
A13.1	The vendor should follow the following program discovery: 1.An anchor-led supply chain finance solution where the program is published by the anchor corporate, and the channel partners (dealers and vendors) are invited by the anchor corporate. 2. In case Channel partners (dealer and vendors) are approaching the bank, the anchor corporate can be invited and on-boarded on the platform.		
A13.2	The bank should be able to filter the programs as per the parameters chosen by the bank.		
A13.3	The platform should contain the relevant information of the anchor corporate and programs		
A13.4	Service Provider should be able to make necessary changes in the solution/ system and support bank to ensure that the gap arises while operating the platform/solution and any changes required during operations are met without any further extra cost to the bank		

## **ANNEXURE-I-B-TECHNICALREQUIREMENT**

### **1.1 TECHNICAL REQUIREMENTS FOR SUPPLY CHAIN FINANCE SOLUTION**

Proposed Supply Chain Finance Solution has to have the following technical requirement, bank may change/ add new functions at the time of execution basis new developments. Detail Processes & templates shall be provided at a later stage.

<b>Feature Status</b>	<b>Short</b>	<b>Remarks</b>
Readily Available	A	The feature is already supported and included in the Solution <b>(5 Marks shall be allotted for each requirement)</b>
Customization	C	Can be developed / customized and delivered along with the Solution, prior to implementation at no extra cost. <b>(3 Mark shall be allotted for each requirement)</b>

**If the vendor is not able to customize the features / function which are not readily available, they may be technically disqualified.**

Total weight of this technical specifications' compliance is 35 (as mentioned in the technical bid evaluation) and marks obtained will be calculated as under: -

Marks obtained = (total marks obtained in section B)/(Maximum marks of section B)\*35

S. No.	Requirement Description	Readily Available (A)/ Customization (C)	Bidder's Comments (Explanation On the requirement)
<b>B</b>	<b>Application Architecture</b>		
B1.1	The architecture should support and should provide interface to all banking delivery channels (current & future)		
B1.2	The architecture should support online real time updation between the application & database		
B1.3	Integrity of the data should be maintained between the application & database. Bank will be the sole owner of the data and data will remain available with the bank at the end of contract period as well.		
B1.4	The architecture should have the ability to increase the number of concurrent instances to keep the application server parameters below 70% utilization (CPU, Memory, Hard disk, etc.)		
B1.5	Should be able to integrate with the Bank's Active Directory and provide user authentication from the same		
B1.6	Solution is platform agnostic – not dependent on a particular hardware setup		
B1.7	Solution architecture has the capability to be configured in active-active mode		
B1.8	Solution should have three tier architecture i.e application, web and database		
<b>B2</b>	<b>Database Requirements</b>		
B2.1	Horizontal and Vertical Scalability		
B2.2	The Database architecture should have the ability to increase the number of concurrent instances to keep the database server parameters below 70% utilization (CPU, Memory, Hard disk, etc.)		

B2.3	Ability to support online replication to DR Site and the same should be configured with RPO and RTO as defined in the RFQ		
B2.4	Ability to support SAN for data storage in the architecture. Application should not depend only on local Hard Disks.		
B2.5	Solution should support backup, restore and archival		
<b>B3</b>	<b>Security / Data Integrity</b>		
B3.1	Integrity of data to be maintained at 100% of time		
B3.2	Encryption to be used for data traveling between core banking solution and delivery channels		
B3.3	Data Integrity should be ensured using internationally accepted hashing algorithms such as MD5		
B3.4	System security is password controlled for application which complies with the Bank's security policy (e.g. minimum password length, no. of attempts for logout, recycle of passwords etc.).		
B3.5	Sensitive data such as passwords and authentication credentials shall not be logged in transaction or system activity files		
B3.6	Successful and unsuccessful authentication attempts are logged		
B3.7	The session shall expire after a pre-defined length of time.		
B3.8	Security framework is supported in terms of authentication, multi-level authorization (i.e. maker- checker), auto log- off, password control.		
B3.9	System provides comprehensive audit trail features to monitor activity of specific programs and data files etc		
B3.10	Security features (example - TLS v1.2 and above)-That are not deprecated/demonstrated to be insecure/ vulnerable		
B3.11	The proposed solution should support for 2 Factor Authentication as per the bank's requirements.		
<b>B4</b>	<b>Interface</b>		
B4.1	Application to be integrated with CBS (core banking solution), Exim bills and other surrounding systems through ESB / other interfaces to exchange of information in real time / off-line mode as per the target system requirements.		

	Changes in the interfaces to be done as per the requirements during the contract		
B4.2	Solution is capable of being interfaced with multiple back offices simultaneously		
B4.3	The System shall support integration with Bank's SMS partner's system		
<b>B5</b>	<b>Audit Trail</b>		
B5.1	System provides comprehensive audit trail		
B5.2	Log must contain Date, time, IP and user-stamped transaction list are generated for different transactions		
B5.3	Support for recording of Unsuccessful attempts to log-in to the system		
B5.4	System to provide session log files. The user should be able to analyze the information (e.g., account id, session time etc.)		
<b>B6</b>	<b>Reporting</b>		
B6.1	Provide a full set of operational and audit trail reports for each of the modules.		
B6.2	Periodical reports to appropriate authorities can be generated. The frequency and content of the reports can be determined by the bank user.		
B6.3	Generation / transmission of email alerts / advices at various stages of the transaction		
B6.4	Ability to save reports into soft-copy format (e.g. Excel, PDF) as per the bank's requirements		

**Any Other**

Any other information that in premises not be captured in "infra details" or "Bandwidth requirement" to be included in this table which must not include third party libraries/software/drivers/SDK/API/tools/runtimes/middleware

SL.No.	Description	Purpose	Qty

**ANNEXURE-I-C- SERVICELEVEL REQUIRMENTS**

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

- 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.

- The Vendor should have 24X7X365 monitoring, escalation and resolution infrastructure.
- Onsite support engineer for smooth rollout, issue redressal, handholding, training, operation etc.
- Time bound problem addressing team (onsite/ offsite) for the complete contract period.
- Vendor to arrange for updation required in the system to meet the changes suggested by RBI/ Govt. of India/ 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.

Vendor will have to guarantee a minimum uptime of 99.5%, calculated on a monthly basis. Application availability will be 99.5% on 24x7x365. 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.

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

<b>Uptime Percentage</b>	<b>Penalty Details</b>
A >= 99.5%	No Penalty
99.0% =< A < 99.5%	1% of cost of monthly charges
98.5% =< A < 99%	2% of cost of monthly charges
A < 98.5%	Penalty at an incremental rate of 1% (in addition to a base of 2%) of cost of monthly charges for every 0.1% lower than the stipulated uptime

The uptime percentage would be calculated on monthly basis and the calculated amount would be adjusted from every subsequent payment. The SLA charges will be subject to an overall cap of 10% of the Monthly Charges 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/ NEFT-RTGS payable at Chennai in favor of INDIAN BANK for the same within 15 days from the notice period from the Bank.

**Availability Service Level Default**

- Availability Service Level will be measured on a monthly basis.
- A Service Level Default will occur when the vendor fails to meet Minimum uptime (99.5%), as measured on a monthly basis.

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

Severity Level	Description	Restoration Time	Resolution Time	Penalty (indicative)
Severity Critical Business Impact	Directly reducing the Banks ability to conduct business > 50% business affected	6Hours (Provide a workaround if resolution is not immediately possible)	5 working days (100 % compliance)	1% of cost of monthly charges for each month
Severity Significant Business impact	<50% business affected	12 hours (Provide a workaround if resolution is not immediately possible)	10 working days (100 % compliance)	2% of cost of monthly charges for each month
Severity Business Impact	Causing inconvenience, reduction in productivity of same staff	24 hours (Provide a workaround if resolution is not immediately possible)	12 days	10% of cost of monthly charges for each month

**Additional Service Levels**

Service Level will be measured on a monthly basis.

Service Level Objective	Description	Target Service Level	Penalty (indicative)
<b>Security Incident and Management Reporting</b>			
Percentage of timely incident report	Measured as a percentage by the number of defined incidents reported within a predefined time(1 hour) limit after discovery, over the total number of refined incidents to the proposed Solution (Supply Chain Finance) which are reported within a	95% within 1 hour	<95% & >=90% (1%of cost of monthly charges for each month) < 90% & >= 85% (2% of cost of monthly charges for each month) < 85% & >= 80% (10% of cost of monthly charges for each month)

	predefined period (i.e month).Incident Response - Bidder shall assess and acknowledge the defined incidents within 1 hour after Discovery.		
Vulnerability Management			
Percentage of timely vulnerability corrections *The bidder should inform the bank on the vulnerabilities prior to fix them. The bank will first provide approval to fix them in lower Environments to ensure the hosted application is functioning properly before applying the fixes on higher environments.	The number of vulnerability corrections performed by the bidder Measured as a percentage by the number of vulnerability corrections performed within a predefined time limit, over the total number of vulnerability corrections to the bidder which are reported within a predefined period (i.e. month, week, year, etc.).High Severity Vulnerabilities – 30 days - Maintain 99.95% service level medium Severity Vulnerabilities-90 days – Maintain 99.95% service level	99.95%	>=99% &<99.95% (1% of cost of monthly charges for each month)>=98% &<99% (2%of cost of monthly charges for each month)<98% (10% of cost of monthly charges for each month)
Data Breaches			
Security breach Including Data Theft/Loss/Corruption	Any incident where in system compromised or any case wherein data theft occurs (including internal incidents)	No breach	For each Breach/data theft, penalty will be levied as per following criteria. Any security incident detected INR 5 Lakhs. This

			penalty is Applicable per incident. These penalties will not be part of overall SLA penalties cap per month. In case of serious breach of security wherein the data is stolen or corrupted, Bank reserves the right to terminate the Contract.
Service Levels DR			
Recovery Time Objective (RTO) (Applicable when taking Disaster Recovery as a Service from the Service Provider)	Measured during the regular planned or unplanned (outage) changeover from DC to DR or vice versa.	> 1 hour	1% of cost of monthly charges for each month per every additional 2 hours of downtime
Recovery Point Objective(RPO) (Applicable when taking Disaster Recovery as a service from the CSP)	Measured during the regular planned or unplanned (outage) changeover from DC to DR or vice verse	> 5 minutes	2% of cost of monthly charges for each month pereveryadditional 15minutes of downtime
Availability of Root Cause Analysis (RCA) reports for Severity 1 & 2		Average within 5 working days	2% of cost of monthly charges

**ANNEXURE-II-A-FORMAT FOR TECHNICAL BID**

1) Name and Address of the Company	
2) Registered Address of the Company	
3) Location of factory/assembly shop	
4)Year of Incorporation	
5) Local/Contact Address	
6)Contact Person a) Name: b) Designation: c) Phone: d) Fax: e) Cell No: f) E-mail	
7) Turnover, Net worth and Net Profit of the company.	(Rs. In Crores)
FINANCIALYEAR	Turnover, Net worth &Net Profit (After Tax)
2019-2020	
2020-2021	
2021-2022	
8)Are you an MSME or not?	
9)if yes, MSME Registration number and Category (MICRO/SMALL/MEDIUM)	
9.1) if company is MSME, it is owned by SC/ST/OBC/Women Entrepreneur.	
10)GSTN NO-	
11)Make In India Preference as per PPP- Mlorder2017- (Class I Supplier/Class II Supplier/ Not claimed)	

We confirm that the prices quoted by us in the commercial bid are as stipulated by the Bank in the RFQ No **CO:CC:001/R1:2022-23 DATED 06.08.2022**. We also confirm that we agree to all the terms and conditions mentioned in this RFQ.

**Authorized Signatory      Name and Designation      Office Seal Place:**

**Date:**

**ANNEXURE-II-B- OFFER COVERING LETTER**

**The Assistant General Manager,  
Indian Bank  
Corporate Credit Department  
Corporate Office,  
254-260, Avvai Shanmugam Salai,  
Royapettah, Chennai - 600 014**

Dear Sir,

**Sub: Your RFQ No. CO:CC:001/R1:2022-23 DATED 06.08.2022 for SUPPLY, IMPLEMENTATION AND MAINTENANCE OF SUPPLY CHAIN FINANCE SOLUTION**

With reference to the above RFQ, having examined and understood the instructions, terms and conditions forming part of the RFQ, we hereby enclose our offer for providing said solution as detailed in your above referred RFQ.

We confirm that the offer is in conformity with the terms and conditions as mentioned in the above-cited RFQ and agree to all the terms and conditions of the RFQ and subsequent amendments made, if any.

We confirm that, we have not have been black listed / debarred / disqualified / by any regulator/statutorybody/FinancialInstitutionsorapublicsectorundertakinginIndiaas on date of issue of RFQ

We also understand that the Bank is not bound to accept the bid / offer either in part or in full and that the Bank has right to reject the bid / offer in full or in part or cancel the entire tendering process without assigning any reasons whatsoever.

We furnish hereunder the details of Demand Draft submitted towards RFQ document fees and EMD Amount.

Description	Amount (in INR)	DD / BC NUMBER	Date Of the DD	Name of issuing Bank & Branch
Cost of Bid Document				
EMD Amount				

Yours faithfully,

(Authorized Signatory)

**ANNEXURE III- FORMAT FOR COMMERCIAL BID**

1. Name of Bidder :
2. Address of Corporate Office :

**TABLE I – SUBSCRIPTION COST:**

Description	Metric to be considered (BOOK VALUE)	Bucket Size in Crores	average size for TCO Purpose Amount in Rupees (a)	Price per annum on daily average AUM (Bps.) (b)	Total price (Rs.) (a*b/10000)
Cost of Supply Chain Finance (Subscription cost)	Book Value	0-<=100	500,000,000		
		>100 –<= 300	2,000,000,000		
		>300	5,000,000,000		
Total					

**The above values are for calculating TCO and not a commitment for payment. Payments will be made on actual book size on daily average AUM basis monthly as per clause 3.**

**TABLE II – COST OF IMPLEMENTATION:**

Description	QTY	Total Cost (Rs.)
Total Cost of Implementation of Dealer Finance	1	
Total Cost of Implementation of Vendor Finance	1	
<b>Total Implementation Cost</b>		

Cost of implementation will be paid as per clause 3 of RFQ.

**TABLE III – TOTAL COST OF OWNERSHIP (TCO):**

Sl. No	Description	TABLE	Total Price (Rs.)
A	Total amount under Serial No. 2	TABLE I	
B	Total amount under Serial No. 2	TABLE II	
C	<b>GRAND TOTAL</b>		

**NOTE:**

1. All software supplied under this bid shall be of enterprise class with OEM support. The details of the same should be delivered to the bank.
2. Application Software supplied shall be enterprise and perpetual edition without any limitation (Unlimited License) such as number of users, clients etc.
3. Bank shall identify any of the implementation methods (On-premise/Cloud) as per its

discretion. The prices quoted by the bidder in Table II for the same shall be valid. However, prices quoted for both the implementation methods shall be considered for calculation of the TCO and determination of successful bidder.

4. 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.

5. The prices quoted above shall be considered for all the deliverables stated in this RFQ document. No extra costs other than those quoted above shall accrue to the bank.

6. The prices quoted by the bidder shall be exclusive of taxes (GST) and inclusive of all duties, levies, entry tax (wherever applicable).

7. Onsite Support for the solution will be during banking hours and to be factored in the subscription cost.

8. Bank has the discretion to subscribe additional products during the contract period as and when required and the implementation cost will be based on Table II.L1 will be determined based on the total cost of ownership (TCO) quoted by any of the technically short-listed bidder Table III Serial No. C (Grand Total) and awarding of contract is based on the terms stipulated in RFQ. We certify that the items quoted above meet all the Technical specifications, Functional requirements, Technical requirements as per Annexure I-A, I-B of the RFQ Ref No. CO:CC:001/R1:2022-23 DATED 06.08.2022 and prices quoted are all in compliance with the terms indicated in the RFQ Ref No. CO:CC:001/R1:2022-23 DATED 06.08.2022. We also confirm that we agree to all the terms and conditions mentioned in this RFQ Ref No CO:CC:001/R1:2022-23 DATED 06.08.2022.

**Authorised Signatory:**

**Name and Designation:**

**Office Seal with date**

**ANNEXURE IV- MANUFACTURER AUTHORISATION FORM**

(This letter should be on the letterhead of the OEM / OSD / Manufacturer duly signed by an authorized signatory)

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

Sir,

**Sub: RFQ for Procurement, Implementation & Maintenance of Supply Chain Finance Solution**

We ..... (Name of the OSD / OEM) who are established and reputable manufacturers / developers of ..... having factories at ....., .....

and ..... do hereby authorize M/s ..... (who is the vendor submitting its bid pursuant to the Request for Quotation issued by the Bank) to submit a Bid and negotiate and conclude a contract with you for supply of ..... which are manufactured / developed by us against the Request for Quotation received from your Bank by the Bidder and we have duly authorized the Bidder for this purpose.

We undertake to perform the obligations as set out in the RFQ in respect of such services and hereby extend our support and services through M/s.....during the 5-year contract period as per terms and conditions of the RFQ.

We assure you that in the event of M/s ..... not being able to fulfill its obligation as M/s ..... vendor in respect of the terms defined in the RFQ, ..... (OEM / OSD Name) would continue to meet these either directly or through alternate arrangements without any additional cost to the Bank.

Yours Faithfully

Authorized Signatory  
Name:  
Phone No.  
Fax  
Email

**ANNEXURE V- LETTER OF UNDERTAKING**

**The Assistant General Manager  
Indian Bank  
Corporate Credit Department  
Corporate Office,  
254-260, Avvai Shanmugam Salai,  
Royapettah, Chennai - 600 014**

Dear Sir,

1. We hereby confirm that we agree to all the terms and conditions of the RFQ ref. no. CO:CC:001/R1:2022-23 DATED 06.08.2022 its Annexes, amendments made to the RFQ without any pre-conditions. Any presumptions, assumptions, deviations given or attached as part of technical document (technical bid) be treated as null and void.
2. We confirm that the undersigned is authorized to sign on behalf of the company and the necessary support document delegating this authority is enclosed to this letter.
3. We also agree that you are not bound to accept the lowest or any bid received and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.
4. We also undertake to submit the service level agreement and non-disclosure agreements as per the format provided in the RFQ.
5. We also declare that our company not under any Bankruptcy or Liquidation process and complies to the law of land. We also understand that; our bid shall be liable for rejection if our declaration is found incorrect.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

Yours faithfully,

For \_\_\_\_\_ Signature: \_\_\_\_\_ Name: \_\_\_\_\_

**Authorized Signatory  
Name and Designation  
Office Seal Place:**

**Date:**

**Enclosed: Power of attorney/Letter of authorization**

**ANNEXURE VI-SELF DECLARATION – BLACKLISTING**

**The Assistant General Manager,  
Indian Bank  
Corporate Credit Department  
Corporate Office,  
254-260, Avvai Shanmugam Salai,  
Royapettah, Chennai - 600 014**

**RFQ Ref. No. CO:CC:001/R1:2022-23 DATED 06.08.2022**

Dear Sir,

We hereby certify that; we have not been blacklisted in any Central Government / PSU / Banking/Insurance company in India as on date of the RFQ for a similar project.

**Authorized Signatory  
Name and Designation  
Office Seal  
Place:  
Date:**

**Annexure-VII- BID SECURITY**

To  
Assistant General Manager  
Corporate Credit Department  
Indian Bank, Corporate Office  
254-260 AvvaiShanmugam Salai  
Royapettah, Chennai- 600 014, India.

Whereas..... (*Hereinafter called "the Bidder"*) who intends to submit its bid for **SUPPLY, IMPLEMENTATION AND MAINTENANCE OF SUPPLY CHAIN FINANCE SOLUTION** (*name and/or description of the goods & services*) against Bank's RFQ Ref. No. **CO:CO:CC:001/R1:2022-23 DATED 06.08.2022** (*Hereinafter called "the Bid"*).

KNOW ALL PEOPLE by these presents that We..... (*name of bank*) of ..... (*name of country*),having our registered office at ..... (*address of bank*) (*hereinafter called "the Bank"*), are bound unto Indian Bank in the sum of \_\_\_\_\_ for which payment well and truly to be made to the said Bank, the Bank binds itself, its successors, and assigns by these presents. Sealed with the seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_.

THE CONDITIONS of this obligation are:

- 1. If the Bidder
  - (a) withdraws its Bid during the period of bid validity specified in the RFQ; or
  - (b) does not accept the correction of errors in accordance with the RFQ terms; or
- 2. If the Bidder, having been notified of the acceptance of its bid by the Bank during the period of bid validity:
  - (a) fails or refuses to execute the Contract Form/NDA;
  - or
  - (b) fails or refuses to furnish the performance security, in accordance with the RFQ terms.

We undertake to pay the Bank up to the above amount upon receipt of its first written demand, without the Bank having to substantiate its demand, provided that in its demand the Bank will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including sixty (60) days after the period of the bid validity (i.e. 240 days from last date of bid submission) and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bank)

**NOTE:**

- 1. Bidder should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee.

**Annexure-VIII-Performance Security Format**

Bank Guarantee No.

Date:

To:  
INDIAN BANK,  
Assistant General Manager  
Corporate Credit Department  
Indian Bank, Corporate Office  
254-260 Avvai Shanmugam Salai  
Royapettah, Chennai- 600 014, India.

**WHEREAS**..... (Name of Supplier) hereinafter called “the Supplier”) has undertaken, in pursuance of Bank’s Purchase Order/ Notification of Award Ref. No. .... dated ..... for ..... against Bank’s RFQ Ref. No. **CO:CC:001/R1:2022-23 DATED 06.08.2022** (Brief Description of Goods and Services) (hereinafter called “the Contract”).

**AND WHEREAS** it has been stipulated by you in the said order that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract including Maintenance and Repairs of the entire system including cost of spares during warranty period.

**AND WHEREAS** we have agreed to give the Supplier a Guarantee:

**THEREFORE WE** hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of ..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the .....day of.....

Signature of Authorized Official with Seal

.....

Date.....2022

Address:.....

**NOTE:**

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

**ANNEXURE IX- FORMAT FOR NON-DISCLOURE AGREEMENT**

(RFQ Ref. No. CO:CC:001/R1:2022-23 DATED 06.08.2022)

**THIS AGREEMENT** made and entered into at .....on this the.....day of.....2022 between **INDIAN BANK**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at No.254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014, hereinafter called the “**BANK**” which term shall wherever the context so require includes its successors and assigns

**AND**

M/s..... Limited a company registered under the Companies Act having its registered office at..... hereinafter called the “Supplier” which term shall wherever the context so require includes its successors and assigns, **WITNESSETH:**

**WHEREAS**

The Bank is interalia engaged in the business of banking and intends to procure Supply Chain Finance Systems (SCFS).

M/s..... Limited has been engaged in the business of Supply, installation, configuration and maintenance of Supply Chain Finance Systems (SCFS).

The parties have entered into agreement dated \_\_\_\_\_ for Supply, installation, configuration and maintenance of Supply Chain Finance Systems (SCFS) “(herein after referred to as “purpose”)” and have established business relationship between themselves. In course of the said purpose, it is anticipated that each party may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information. The parties have agreed that disclosure and use of such confidential information shall be made and on the terms and conditions of this agreement.

**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 party to another party in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof and all electronic material or records, tenders and other written, printed or tangible thereof and include all information or material that has or could have commercial value or other utility in the business in which disclosing party is engaged.

Receiving party may use the information solely for and in connection with the Purpose.

**2. Use of Confidential Information**

Each party agrees not to use the other’s confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement. Between the Parties hereto.

The receiving party shall not commercially use or disclose for commercial purpose 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 access to and knowledge of the confidential information solely for the purpose authorized above. The Receiving Party may disclose confidential information to consultants only if the consultant has executed non-disclosure agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these and such consultant should also be liable to the original disclosing party for any unauthorized use or disclosure. 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.

Neither party shall make news release, public announcements, give interviews, issue or publish advertisements or 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.

### **3.Exemptions**

The obligations imposed upon either party herein shall not apply to information, technical data or know how whether or not designated as confidential, that:

Is already known to the Receiving party at the time of the disclosure without an obligation of confidentiality

Is or becomes publicly known through no unauthorized act of the Receiving party

Is rightfully received from a third party without restriction and without breach of this agreement

Is independently developed by the Receiving party without use of the other party's confidential information and is so documented

Is disclosed without similar restrictions to a third party by the Party owning the confidential information

Is approved for release by written authorization of the disclosing party; or

Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party an made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed used only for the purposes for which the order was issued.

### **4. Term**

This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or 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, note or modules thereof.

Notwithstanding the above, the obligations of the receiving party respecting disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.

**5. Title and 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 or thereafter may be obtained by such party is either granted or implied by the conveying of confidential information.

**6. Return of confidential information**

Upon written demand of the disclosing party, the receiving party shall (i) cease using the confidential information (ii) return the confidential information and all copies, abstracts, extracts, samples, note or modules thereof to the disclosing party within seven (7) days after receipt of notice and (iii) upon request of the disclosing party, certify in writing that the receiving party has complied with the obligations set forth in this paragraph.

**7. Remedies**

The receiving party acknowledges that if the receiving party fails to comply with any of its obligations hereunder, the disclosing party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The receiving party agrees that, in addition to all other remedies provided at law or in equity, the disclosing party shall be entitled to injunctive relief hereunder.

**8. Entire agreement:** This agreement constitutes the entire agreement between the parties relating to the matter discussed herein and supersedes any and all prior oral discussion 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 rights, benefits and obligations granted hereunder shall be assignable or otherwise transferable.

**9. Severability**

If any provision herein becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions and this agreement shall not be affected or impaired.

**10. Jurisdiction**

Any dispute arising out of this order will be under the jurisdiction of Courts of Law in Chennai.

**11. Indemnity clause**

“The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants.”

**12. Governing laws**

The provisions of this agreement shall be governed by the laws of India.

In witness whereof, the parties hereto have set their hands through their authorized signatories

**BANK** .....  
**M/s** .....

**ANNEXURE X – BID FORM**

**FORM OF BID**

(Bidders are required to furnish the Form of Bid)

Date: \_\_\_\_\_

To

Indian Bank  
Corporate Office,  
Corporate Credit Department  
254-260, Avvai Shanmugam Salai,  
Royapettah,  
Chennai 600 014, India.

Sub: Request for quote for Supply, installation, configuration and maintenance of .Supply Chain Finance Solution (SCFS)

Ref: Your RFQ No. CO:CC:001/R1:2022-23 DATED 06.08.2022

Having examined the Bidding Documents including its amendments & clarifications, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to..... (Description of Goods and Services), in conformity with the said Bidding Documents.

We undertake, if our bid is accepted, to deliver the goods & services in accordance with the schedule specified in the Schedule of Requirements.

If our bid is accepted, we will obtain the Guarantee of a Bank in a sum equivalent to Rs.500,000/- of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.

We agree to abide by this for the bid validity period specified and it shall remain binding upon us and may be accepted at any time before the expiration of that period. We agree to extend the Bid Validity Period, if required.

Until a formal contract is prepared and executed, this bid, together with your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

We understand that you are not bound to accept the lowest or any bid you may receive.

We confirm that we comply with the qualification criteria of the bidding documents and are submitting proof of the same along with bid.

Dated this .....day of .....2022

Signature .....

.....

(In the Capacity of)

Duly authorised to sign bid for and on behalf of

(Name & Address of Bidder) .....

.....

Mobile:

Email

## **ANNEXURE XI-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)

### **THE ASST GENERAL MANAGER (CC)**

**Indian Bank**

**Corporate Credit Department**

**Corporate Office,**

**254-260, Avvai Shanmugam Salai,**

**Royapettah, Chennai - 600 014**

Sir,

### **Sub: RFQ for Procurement, Implementation & Maintenance of Supply Chain Finance Solution**

We hereby undertake that the proposed hardware / 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).

Yours faithfully,

Authorized Signatory Name:

Designation:

Vendor's Corporate Name Address

Email and Phone #

**ANNEXUREXII- AGREEMENT FOR PURCHASE AND MAINTENANCE OF IT ASSETS  
AND / OR SERVICES**

**CONTRACT FORM**

**(To be submitted on Non - Judicial Stamp Paper)**

**THIS AGREEMENT** made the .....day of.....2022 Between Indian Bank, having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai 600 014 (hereinafter “the Purchaser”) of the one part and ..... (Name of Supplier) having its Registered Office at (City and Country of Supplier) (hereinafter called “the Supplier”) of the other part:

**WHEREAS** the Purchaser invited bids vide RFQ No. .... for certain Goods and services viz., ..... (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the provision of those goods and services in the sum for ..... (Contract Price in Words and Figures) (hereinafter called “the Contract Price”).

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bid Form and the Commercial submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical & Functional Specifications;
  - (d) the Conditions of Contract;
  - (e) the Purchaser’s Notification of Award/Purchase Order.
  - (f) the RFQ including Addendum/s & corrigendum/s
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

Sl. No.	Brief description of goods & services	Quantity to be supplied	Unit price	Total price

**TOTAL VALUE:**

**DELIVERY SCHEDULE:**

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the  
said ..... (For Indian Bank)  
in the presence of:.....

Signed, Sealed and Delivered by the  
said ..... (For the supplier)  
in the presence of:.....

**ANNEXURE XIII- CERTIFICATION FOR LOCAL CONTENT**  
**(to be submitted by OEM/OSD of solution)**

To  
Indian Bank  
corporate credit department  
Corporate Office,  
254-260, Avvai Shanmugam Salai,  
Royapettah, Chennai - 600 014

Dear Sir,  
Your RFQ Ref No. CO:CC:001/R1:2022-23 DATED 06.08.2022

Company Name:

This is to certify that the complete proposed solution by M/s ..... (Bidder Name) is having the local content of \_\_\_\_\_ % as defined in the above mentioned RFQ.

The details of location(s) at which the local value addition is made are as under

S.No.	Make and Model	Name of Place

This certificate is submitted in reference to the Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion order number P-45021/ 2/2017-B.E.-II dated 15th June 2017 for the Public Procurement (Preference to Make in India), Order 2017, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 28th May 2018, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 29th May 2019 and subsequent revision order no DPIIT Order No. P-45021/2/2017-PP(BE-II) dated June 04, 2020 and subsequent revision order no DPIIT Order No. P-45021/2/2017-PP(BE-II) dated September 16, 2020 & its amendments/clarifications issued (if any), referred to hereinabove.

For OEM

Signature of authorized signatory  
Name and Designation:  
Seal:  
Date:

**ANNEXURE – XIV -DECLARATION FOR MSE BENEFITS**

(To be submitted on the letter head of the bidder signed by Director/Company Secretary)

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

Sub: Request for Proposal for SUPPLY, IMPLEMENTATION AND MAINTENANCE OF  
SUPPLY CHAIN FINANCE SOLUTION.

Ref: Your RFQ. No. : CO:CC:001/R1:2022-23 DATED 06.08.2022

Dear Sir,

This has reference to our bid submitted in response to your Request for Quotation (RFQ) Ref. No. CO:...dated.....floated for Supply, installation, ,Maintenance of Supply Chain Finance Solution. We have carefully gone through the contents of the above referred RFQ and hereby undertake and confirm that, as per the Govt. Of India guidelines, we are eligible to avail the following MSE benefits in response to your RFQ floated, as referred above.

- a) Issue of Tender Documents to MSEs free of Cost
- b) Exemption from submission of Bid Security

In case, at any later stage, it is found or established that, the above undertaking is not true then Bank may take any suitable actions against us viz. Legal action, Cancellation of Notification of Award/Purchase Order/Contract (if issued any), Blacklisting & debarment from future tender/s etc.

Yours Sincerely

For M/s \_\_\_\_\_

Signature

Name:

Designation: Director/Company Secretary

Place:

Date:

Seal & Stamp

## **ANNEXURE-XV-SERVICE LEVEL AGREEMENT**

**THIS AGREEMENT** made the .....day of.....,2022 between Indian Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 having its Corporate Office at 254-260, Avvai Shanmugham Salai, Chennai 600 014 (hereinafter "the purchaser/Bank") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns, of the one part  
and

M/s, .....("Name of Supplier") (hereinafter called "The Supplier") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and permitted assigns, of the other part :

**WHEREAS** the Bank invited bids vide RFQ. No..... for..... (Brief Description of Services to be mentioned) (hereinafter referred to as "the said services") and has finalized and accepted the bid submitted by the Supplier for the provision of the said services

Now therefore, in consideration of the mutual covenants and promises contained herein, the parties hereto more fully agree that supplier shall provide the said services as per the terms provided hereunder.

**NOW THIS SERVICE LEVEL AGREEMENT WITNESSETH AS FOLLOWS:**

- The SLA specifies the expected levels of service to be provided by the Supplier to the Bank. This expected level is also called the baseline. Any degradation in the performance of the product and services is subject to levying penalties.

Payments to the Supplier are linked to the compliance with the SLA metrics. During the contract period, it is envisaged that there could be changes to the SLAs, in terms of addition, alteration or deletion of certain parameters, based on mutual consent of both the parties i.e. The Bank and Supplier. The Supplier shall maintain the stated service levels to provide quality service. Supplier shall provide access to the Bank or its designated personnel to the tools used for SLA monitoring.

The SLA parameters shall be monitored on a monthly basis as per the individual SLA parameter requirements. The Supplier is expected to provide the following service levels. In case the service levels defined in the tables below cannot be achieved, it shall result in a breach of contract and invoke the penalty clause.

The successful bidder is bound and to comply the Service Levels as described below:

1. The bidder will be totally responsible for the maintenance, configuration and fault free operations of supplied Solution and its maintenance during the contract period.
2. Any technical glitch/ issue in installed solution (SCF) should be attended on priority.
3. The bidder has to maintain a guaranteed minimum uptime 99.50% for the solution supplied under this RFQ to avoid any business disruption due to breakdown of system or degraded performance impacting business or unavailability of data. The calculation of uptime will be on a monthly basis.
4. The issue/ break down message may be communicated by the Bank team by way over phone / email/ call logging.
5. For penalty calculation, the total time elapsed between the intimation of break down message from Bank side to the vendor and receipt of rectification message from the bidder to Bank side will be considered.
6. In case, Bank is unable to adjust penalty in payment, the Bank at its discretion may invoke the Performance Bank Guarantee (PBG) to deduct the penalty amount.

7. If the support services are not provided on 24\*7 basis and/or satisfactory services are not provided, the Bank with its discretion may reject the proposal / terminate the contract, without assigning any reason.
8. For calculation of uptime (penalty), planned/ scheduled down time will be exempted. Bank will pay the bidder after deducting the calculated penalty from the payable amount.
9. If the bidder, having been notified, fails to remedy the defect(s) within the 4 hours' time duration from the incident, the Bank may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights, which the Bank may have against the supplier under the Contract.
10. For any infrastructure related issues (CPU/Memory/Storage utilization etc.) which are not in scope of the bidder, Onsite resources to inform the Bank immediately and co-ordinate with concerned team/vendor for resolving the same.

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

- 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.
- The Vendor should have 24X7X365 monitoring, escalation and resolution infrastructure.
- Onsite support engineer for smooth rollout, issue redressal, handholding, training, operation etc.
- Time bound problem addressing team (onsite/ offsite) for the complete contract period.
- Vendor to arrange for updation required in the system to meet the changes suggested by RBI/ Govt. of India/ 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.

Vendor will have to guarantee a minimum uptime of 99.5%, calculated on a monthly basis. Application availability will be 99.5% on 24x7x365. 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.

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

Uptime Percentage	Penalty Details
A >= 99.5%	No Penalty
99.0% =< A < 99.5%	1% of cost of monthly charges
98.5% =< A < 99%	2% of cost of monthly charges
A < 98.5%	Penalty at an incremental rate of 1% (in addition to a base of 2%) of cost of monthly charges for every 0.1% lower than the stipulated uptime

The uptime percentage would be calculated on monthly basis and the calculated amount would be adjusted from every subsequent payment. The SLA charges will be subject to an overall cap of 10% of the Monthly Charges 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/ NEFT-RTGS payable at Chennai in favor of INDIAN BANK for the same within 15 days from the notice period from the Bank.

**Availability Service Level Default**

- Availability Service Level will be measured on a monthly basis.
- A Service Level Default will occur when the vendor fails to meet Minimum uptime (99.5%), as measured on a monthly basis.

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

Severity Level	Description	Restoration Time	Resolution Time	Penalty (indicative)
Severity Critical Business Impact 1	Directly reducing the Banks ability to conduct business > 50% business affected	6 Hours (Provide a work around if resolution is not immediately possible)	5 working days (100% compliance)	1% of cost of monthly charges for each month
Severity Significant Business impact 2	<50% business affected	12 hours (Provide a workaround if resolution is not immediately possible)	10 working days (100% compliance)	2% of cost of monthly charges for each month
Severity Business Impact 3	Causing inconvenience, reduction in productivity of	24 hours (Provide a workaround if resolution is not immediately possible)	12 days	10% of cost of monthly charges for each month

Additional Service Levels  
Service Level will be measured on a monthly basis.

Service Level Objective	Description	Target Service Level	Penalty (indicative)
Security Incident and Management Reporting			
Percentage of timely incident report	Measured as a percentage by the number of defined incidents reported within a predefined time(1 hour) limit after discovery, over the total number of defined incidents to the proposed Solution	95% within 1 hour	<95% & >=90% (1% of cost of monthly charges for each month) < 90% & >= 85% (2% of cost of monthly charges for each month) < 85% & >= 80%

	(Supply Chain Finance) which are reported within a predefined period (i.e month). Incident Response - Bidder shall assess and acknowledge the defined incidents within 1 hour after Discovery.		(10%of cost of monthly charges for each month)
Vulnerability Management			
Percentage of timely vulnerability corrections *The bidder should inform the bank on the vulnerabilities prior to fix them. The bank will first provide approval to fix them in lower Environments to ensure the hosted application is functioning properly before applying the fixes on higher environments.	The number of vulnerability corrections performed by the bidder Measured as a percentage by the number of vulnerability corrections performed within a predefined time limit, over the total number of vulnerability corrections to the bidder which are reported within a predefined period (i.e. month, week, year, etc.). High Severity Vulnerabilities – 30 days - Maintain 99.95% service level medium Severity Vulnerabilities-90 days – Maintain 99.95% service level	99.95%	>=99% &<99.95% (1% of cost of monthly charges for each month) >=98% &<99% (2% of cost of monthly charges for each month) <98% (10% of cost of monthly charges for each month)
Data Breaches			
Security breach Including Data Theft/Loss/Corruption	Any incident where in system compromised or any case wherein data theft occurs (including internal incidents)	No breach	For each breach/data theft, penalty will be levied as per following criteria. Any security incident detected INR 5 Lakhs. This

			penalty is Applicable per incident. These penalties will not be part of overall SLA penalties cap per month. In case of serious breach of security wherein the data is stolen or corrupted, Bank reserves the right to terminate the Contract.
Service Levels DR			
Recovery Time Objective (RTO) (Applicable when taking Disaster Recovery as a Service from the Service Provider)	Measured during the regular planned or unplanned (outage) changeover from DC to DR or vice versa.	> 1 hour	1% of cost of monthly charges for each month per every additional 2 hours of downtime
Recovery Point Objective(RPO) (Applicable when taking Disaster Recovery as a service from the CSP)	Measured during the regular planned or unplanned (outage) changeover from DC to DR or vice verse	> 5 minutes	2% of cost of monthly charges for each month per every additional 15minutes of downtime
Availability of Root Cause Analysis (RCA) reports for Severity 1 & 2		Average within 5 working days	2% of cost of monthly charges

Manpower Services	<p>The bidder has to provide experienced manpower at Bank premises as per RFP. Any gap will attract penalties.</p> <p>In case the onsite resources go on leave/ absent, replacements having equivalent or more experienced and qualification has to be arranged by the bidder to ensure regular functioning of the bank operation. In case replacements are not</p>	The Bank shall impose penalty of Rs.1000/- for each day of absence from the charges payable to the absent resource for that month.
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	arranged, bank shall pay only the proportionate amount of onsite resource charges during the month	
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The following documents shall be deemed to be form and be read and construed as part and parcel of this agreement viz;

- a) RFQ No. CO:CC:001/R1:2022-23 DATED 06.08.2022
- b) The Bid Form and the price schedule submitted by the Bidder
- c) The Purchaser’s notification of award/Purchase Order
- d) Contract form dated.....
- e) NDA form dated.....

In the event of any conflict between the RFQ and this Agreement, the provisions contained in the RFQ shall prevail over this agreement.

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the  
said..... (for Indian Bank)  
In the presence of: .....

Signed, Sealed and Delivered by the  
said..... (for The Supplier)  
In the presence of: .....

**ANNEXURE-XVI-Declaration of Source Code Audit**

To,

Date

Assistant General Manager (CC)  
Corporate Credit  
Indian Bank, Corporate Office,  
254-260, Avvai Shanmugam Salai,  
Royapettah, Chennai, Pin 600 014

Dear Sir,

**Sub: REQUEST FOR QUOTATION for SUPPLY, IMPLEMENTATION AND MAINTENANCE OF SUPPLY CHAIN FINANCE SOLUTION**

**Ref: RFQ No. CO:CC:001/R1:2022-23 DATED 06.08.2022**

We declare that, source code of our application is free from bugs, malware, covert channels in the code. Further the source code of our application is free from any known vulnerabilities and standard coding practice including proper version control is followed during development of the code. The same has been audited by professionally competent personnel/ Information Security (IS) Auditors.

We further declare that if we become successful bidder, we will submit the proof of Source Code Audit to the Bank.

**Signature of Authorized Official**

**Name and Designation with Office Seal**

**Place:**

**Date:**

**ANNEXURE-XVII**

**DECLARATION ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND  
BORDER WITH INDIA**

**(THE BIDDER SHOULD GIVE THE FOLLOWING UNDERTAKING/CERTIFICATE ON ITS LETTER  
HEAD)**

To,  
Assistant General Manager (CC)  
Corporate Credit  
Indian Bank, Corporate Office,  
254-260, Avvai Shanmugam Salai,  
Royapettah, Chennai, Pin 600 014

Date

Dear Sir,

**Sub: Request for Proposal for Supply, installation, configuration and maintenance of Enterprise Sub: REQUEST  
FOR QUOTATION for SUPPLY, IMPLEMENTATION AND MAINTENANCE OF SUPPLY CHAIN FINANCE SOLUTION**

**Ref: RFQ No. CO:CC:001/R1:2022-23 DATED 06.08.2022**

We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India as per the O.M.No.F.No.6/18/2019-PPD dated 23.07.2020; We certify that << **name of the bidder**>>&<< **name of the OEM/OSD**>> are not from such a country or, if from such a country, have been registered with the Competent Authority. We hereby certify that we and our OEM fulfils all requirements in this regard and are eligible to be considered. [Evidence of valid registration by the Competent Authority shall be attached, wherever applicable]

**Signature of Authorized Official**

**Name and Designation with Office Seal**

**Place:**

**Date:**