

REQUEST FOR PROPOSAL

FOR

SUPPLY, INSTALLATION, MIGRATION AND MAINTENANCE OF END-TO-END SOFTWARE SOLUTION FOR CMC (EARLY WARNING SIGNALS & RED FLAGGING), RECOVERY (NPA MANAGEMENT) AND LEGAL (TRACKING OF NPAS AND COURT CASES)

RFP No. CO: CMC, Recovery & Legal :001:2016-17 Dated: 06/02/2017

Last Date for Submission of BID: 28/02/2017 (03.00 PM)

Indian Bank
Recovery & Legal Department
Credit Monitoring Cell
254-260, Avvai Shanmugam Salai
Royapettah, Chennai – 600 014.

Phone: +91 044-2813 4453, +91 044- 28134119,

Email: holegal@indianbank.co.in, creditmonitoring@indianbank.co.in, horecovery@indianbank.co.in



Website: www.indianbank.co.in



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SECTION - I

INVITATION FOR BIDS (IFB)

Indian Bank is a premier Nationalised Bank with over 2600 Branches and having a business of above Rs. 3,00,000 Crores. The Bank had been a forerunner in absorption of technology and has many first to its credit in implementation of IT in banking. The Bank has overseas presence through Branches in Singapore, Colombo & Jaffna and has reciprocal arrangements with various Foreign Banks across the globe. Core Banking Solution has been implemented in all the Branches.

The Bank desires to implement an end-to-end solution to manage the following areas

- 1. Credit Monitoring: Capturing of Early Warning Signals and Red Flagging of Assets.
- 2. Recovery: NPA processing in sync with the Bank's CBS platform on a real time basis and to have a standardized reporting system.
- 3. Legal: Initiation / Follow up and Continuous tracking of Legal Steps of recovery in NPA Accounts viz. SARFAESI, Suit Filing before Civil Courts / DRT/ Lok Adalat, etc.

This is a Request for Proposal hereinafter referred to as "RFP" inviting commercial proposals (hereinafter referred to as "Proposal") from vendors (hereinafter called "Bidder" or "Vendor") who are qualified to submit the bids as per the eligibility and other terms stated herein to provide the deliverables, broadly involving license to use the software, implementation, and migration of the data from the existing system, as described in this document. Bid related details are given below:

Tender Reference	CO: CMC, Recovery & Legal:001:2016-17
Date of RFP	06/02/2017
Fees for RFP Document (non-refundable)	Rs. 10,000/- (Rupees Ten Thousand only)
Earnest Money Deposit	Rs. 10,00,000/- (Rupees Ten Lakhs only)
Date, Time and Venue of Pre-bid meeting	10/02/2017 at 12.00 Hrs Indian Bank, Corporate Office, 254-260 Avvai Shanmugam Salai Royapettah Chennai 600014
Last Date, Time and Place for receipts of tender offers	28/02/2017 latest by 15.00 Hrs at Indian Bank, Corporate Office, 254-260 Avvai Shanmugam Salai Royapettah Chennai 600014
Date: Time and Place of Bid Opening	28/02/2017 at 15.30 Hrs at

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	Indian Bank, Corporate Office, 254-260 Avvai Shanmugam Salai Royapettah Chennai 600014
	Deputy General Manager (R&L)
Address for Communication	Indian Bank, Corporate Office, 254-260 Avvai Shanmugam Salai Royapettah Chennai 600014
Contact Telephone Numbers	044-2813 4453, 044- 28134119, 28134094
1;	creditmonitoring@indianbank.co.in
Email Id:	horecovery@indianbank.co.in
	holegal@indianbank.co.in
Website:	www.indianbank.in

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

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

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

Earnest Money Deposit of Rs. 10,00,000/- (Rupees Ten Lakhs only) should be submitted along with the "Technical Offer".

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

Benefits to Micro and Small Enterprises (MSEs) as per the guidelines of Public Procurement Policy issued by Government of India:

(i) As per the above policy, MSEs are also exempted from payment of cost of bid documents and submission of bid security. To avail the benefit, the bidder should have registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises and shall submit the documentary proof for having registered with the above agencies (such as Entrepreneur's Memorandum – EM II) at the time of pre-bid meeting or during submission of the technical bids (only if the bidder has not attended the pre-bid meeting).

Please note that:

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The cost of preparing the bids, including visit / visits to the Bank is not reimbursable.



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(ii) The Bank is not bound to accept any of the bids submitted and the Bank has the right to reject any/all bid/s or cancel the tender without assigning any reason there for.

- (iii) Bank reserves the right to negotiate with the lowest quoted bidder (L1 bidder) under exceptional circumstances.
- (iv) All pages of the Bid Document, Clarifications/Amendments if any should be sealed and signed by the Authorised Signatory and kept with technical bid. A certificate to the effect that the Authorised Signatory has authority to bind the company should also be attached along with the technical bid.





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SECTION II - INSTRUCTIONS TO BIDDERS

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SECTION - II

INSTRUCTIONS TO BIDDERS

1. INTRODUCTION:

The bidder is expected to read the instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk. Also, the bidder must be the Original Equipment Manufacturer (OEM) or System Integrator (SI) with authorized tie-ups, back-to-back support relationship with the OEM for software and shall be a single point of contact for Indian Bank.

2. PRE-BID MEETING:

a. A pre-bid meeting is scheduled to be held at the following address at 12.00 Hrs. on 10.02.2017 at

Indian Bank, Corporate Office, 254-260 Avvai Shanmugam Salai Royapettah Chennai 600014

- b. The purpose of the pre-bid meeting is to clarify the doubts of the bidders, if any.
- c. In case the probable bidder wants to participate in the Pre-bid Meeting to be held on the date specified in this bid, they should register themselves with the Bank by sending the cost of bid document i.e. Rs. 10,000/- (Rupees Ten Thousand) (Non-refundable) by way of Demand Draft in favour of Indian Bank payable at Chennai. Only those Bidders or their Representatives (Maximum 2 persons) who have registered with the Bank will be allowed to participate in the pre-bid meeting. Such Bidders who have submitted DD for attending pre bid meeting are not required to submit the DD for cost of Bid Document along with technical bid (Part I).
- d. The Bidder is requested to submit any queries/clarifications to the Bank at least two working days before the date of meeting in the format as mentioned in format 17 of Section VI.
- e. The text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendment(s) to the bid document, if any, will be mailed to all the bidders.

3. BID FEE:

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The bidder shall submit the bid along with a Demand Draft in favour of Indian Bank payable at Chennai for Rs. 10,000/- (Rupees Ten Thousand only) (non-refundable) as bid fees. Bid submitted without the DD will not be considered.

4. AMENDMENT OF BIDDING DOCUMENTS

4.1 At any time prior to the deadline for submission of bids, the bank, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder(s), may modify the bidding document by amendment(s).



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4.2 All prospective bidders will be communicated of the details of amendments and clarifications. Signed copy of the amended document should form part of the Technical Bid.

TWO BID SYSTEM

Sealed Envelopes Containing Technical Proposal (Technical Bid) should be clearly super scribed as "Technical Bid –RFP for End-to-End Software Solution for CMC (Early Warning Signals & Red Flagging), Recovery (NPA Management) and Legal (Tracking of NPAs and Court Cases)". All the documents constituting the Technical Bid should be submitted in hard copy and softcopy except commercial Bid. "Commercial Bid" will be finalized through online reverse auction. No commercial information should be available in the Technical Bid. The Technical Bid should be submitted at the address given below.

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

The envelope shall bear the project name and a statement: "DO NOT OPEN BEFORE **28/02/2017 at 15.30 Hrs** to be completed with the time and the date specified below.

Formation of Technical Bid:

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- I. The technical bid will be evaluated for technical suitability as well as for other terms and conditions mentioned in this RFP.
- II. It should include introduction to the project.
- III. It should include background of the system integrator / bidder.
- IV: It should include profile of the bidder as per format no. 2 of Section VI.
- V_i It should include the details of all OEMs and a brief write up on partnership of bidder with i OEMs.
- VII. It should include statement of compliance/ acceptance letter eligibility criteria and requirements as per format no. 6 in Section VI.
- VIII. It should include necessary documentation in support of corporate structure, founder and related history of the Bidder Company, ownership structure, and number of years in business and relevant business lines, specific certifications (ISO 17799, BS 7799, etc.)
 - IX: It is mandatory to provide the functional & technical details in the exact format as given in the RFP. Correct functional & technical information of the solution being offered must be provided in the structured format. The offer may not be evaluated by Bank in case of non-adherence to the format or partial submission of technical details.
 - X. It should include Fees for tender document (if not submitted at the time of pre-bid meeting) and EMD amount in the form of a Bank Guarantee.
- XI. It should include detailed technical architecture, specifications and sizing of the recommended hardware, OS, Database and other software utility required for properties of the proposed solution.



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

Formation of Commercial Bid (Refer Point No.7)

- I. After technical evaluation, only the eligible Bidders will be communicated of the date and time of Online Reverse Auction Process, Business Rules for the Auction and the details of the Agency who shall conduct the Reverse Auction. The bidder should have valid digital certificate to participate in the online reverse auction.
- II. The prices should be quoted in Indian Rupees only.

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- III. Commercial bid should include warranty for 1 year and ATS/AMC for four years for the software and the entire solution supplied as part of this contract with one onsite support on bank working days for a period of six months from the date of go-live. Future releases and upgrades/patches/modification/customization/ for statutory/regulatory changes as required under the directives of Government of India, Reserve Bank of India etc. should be at no cost to the bank till the end of contract period.
- IV. Quoted price should include all charges including delivery, installation, implementation, onsite support, etc. inclusive of all duties, levies, freight, insurance, warranty/AMC/ATS, etc. and exclusive of all applicable taxes. OCTROI/Entry Tax if any will be reimbursed on submission of original receipts. Applicable TDS will be deducted from the payment.
- V. Bank will not pay any other charges including travelling charges / visit charges / hotel stay travelling/ training undertaken by the Bidder's staff / personnel throughout the project.



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6. BID SECURITY (EARNEST MONEY DEPOSIT)

6.1 The bidder shall furnish, as part of their bid, a bid security in the form of a bank guarantee issued by a scheduled commercial bank or foreign bank located in India, in the form provided in the bidding documents for a sum of Rs. 10,00,000/- (Rupees Ten Lakhs only) and valid for Two Hundred and Twenty Five (225) days (i.e. Bid validity 180 days + 45 days = 225 days from the last date for submission of bid). Bank may seek extension of Bank Guarantee, if required.

- **6.2** Unsuccessful bidders' bid security will be discharged or returned after the expiration of the period of bid validity prescribed by the bank or after issuing purchase order to the successful L1 bidder.
- **6.3** The successful bidder's bid security will be discharged upon the bidders signing the contract and furnishing the performance security.
- **6.4** The bidder will forfeit the bid security,
 - If a bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form.
 - b. In the case of a successful bidder, if the bidder fails to sign the contract or to furnish performance security.

7. PERIOD OF VALIDITY OF BIDS

Bids shall remain valid for the period of 180 days after the last date for submission of technical bid prescribed. A bid valid for a shorter period shall be rejected by the bank as non-responsive. Bids must clearly state the validity of the bid and its explicit expiration date. Bank may seek the extension of bid validity, if required.

8. AUTHORIZATION TO BID

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

9. DEADLINE FOR SUBMISSION OF BIDS

- **9.1** Deadline for bid submission is 28.02.2017, 03:00 P.M. The bid document along with required enclosures should be submitted at the place mentioned in clause No. 5 either in person or it can be sent by post but it should reach the concerned officer on or before 03:00 P.M. on 28.02.2017.
- **9.2** In the event of the specified date for the submission of bids, being declared a holiday for the bank, the bids will be received up to the appointed time on the next working day.
- 9.3 The bank may, at its discretion, extend this deadline for the submission of bids by the bid documents, in which case all rights and obligations of the bank and bidders previously subject to the deadline will thereafter be subject to the deadline as a subject to the deadlin



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9.4 Any bid received by the bank after the deadline for submission of bids prescribed by the bank will summarily be rejected and returned unopened to the bidder.

10. **OPENING OF BIDS BY BANK**

- 10.1 The bids (PART-I) will be opened in the presence of bidders' representatives.
- The bidders' names, bid modifications or withdrawals and the presence or absence of the requisite bid security and such other details as the bank, at its discretion, may consider appropriate, will be announced at the bid opening. No bid shall be rejected at bid opening, except late bids, which shall be returned unopened to the bidder.
- The technically qualified bidders will be intimated to participate in the Online reverse auction process (PART II), to identify Lowest Quoted (L1) bidder. Online reverse auction procedures and timings will be informed separately. Technically qualified bidders will be informed the modus operandi for this purpose and bidders will have to abide by the e-business rules.

CLARIFICATION OF BIDS 11.

During evaluation of the bids, the bank may, at its discretion, seek clarification from the bidder(s). The request for clarification and the response shall be in writing/email, and no change in the substance of the bid shall be sought, offered, or permitted.

12. AMENDMENTS OF RFP DOCUMENT

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

13. **EVALUATION CRITERIA**

13.1 General Evaluation

- a) The Bank will examine the bid to determine whether they are complete, whether the documents have been properly signed and whether the bid is generally in
- b) The bank may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation.
- c) Prior to the detailed evaluation, the bank will determine the substantial responsiveness of bid documents. For the purposes of these clauses, a substantially responsive quote is one which conforms to all the terms and conditions of the bid documents without material deviations.

13.2 Technical Evaluation

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a) The Bidders will be evaluated against the qualification criteria as mentioned in Section V of this bid; proof of the same has to be submitted.

b) The software offered and hardware recommended should meet all the technical and functional specifications as stipulated in the bid.

the bidders who qualify the eligibility criteria will be invited to make presentation of the proposed solution at our Corporate Office/ Head Office Chennai.



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d) Bank will visit any reference site(s) submitted by the bidder under the clause (e) of Section V. The bidder has to take the necessary approvals for arranging reference site visit to the reference sites submitted by bidder from the officials of the respective sites. However, Bank will incur the cost towards travel, boarding and lodging (if required) of their staff for site visits.

13.4 Commercial Evaluation

- a) Technically qualified bidders alone will be intimated to participate in the Online reverse auction to identify L1 bidder for awarding contract.
- b) The comparison of prices among the vendors shall be between the total price quoted inclusive of all duties, levies, warranty, installation charges but exclusive of taxes only of the goods & services offered etc.

14 PROPOSAL PROCESS MANAGEMENT

The Bank reserves the right to accept or reject any or all proposals received in response to the RFP without assigning any reasons thereof. Also, the bank reserves rights to revise the RFP, to request one or more re-submissions or clarifications from one or more Bidders, or to cancel the process in part or whole without assigning any reasons.

Additionally, Bank reserves the right to alter the requirements, in part or whole, during the RFP process, and without re-issuing the RFP. Each party shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP, subsequent presentations and any other meetings during the process.

15 LIABILITIES OF BANK

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

16 BID AND PROPOSAL OWNERSHIP

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

17 BID PRICING INFORMATION

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

18 DISCLAIMER

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

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19 NEGOTIATION

The Bank reserves the right to further negotiate on the price offered, with the L1 vendor, if the price quoted is found unreasonable or in any exceptional circumstances.

20 COVERAGE OF ALL BANKS UNDER THE EPF & MP ACT 1952:

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. 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.

21 BANK'S RIGHT TO VARY QUANTITIES

The Bank reserves the right to increase or decrease, by 25%, the quantity of licenses without any change in unit price of license and other terms and conditions.

Bank may procure 25% over and above the quantity of licenses mentioned in this RFP from the awardee of the Contract within 6 months from the date of original purchase order at the same price and terms & conditions of this tender.

22 SIGNING OF CONTRACT

Within fifteen (15) days of Purchase Order, the successful bidder shall sign the contract and return it to the Bank.

23 AWARDING OF CONTRACT

Acceptance of purchase order should be submitted within 5 days of purchase order along-with authorisation letter.

If for any reason L1 bidder backs out after issuance of purchase order or the purchase order issued to the L1 bidder does not get executed in part / full, the bidder shall forfeit the EMD / Bank shall invoke performance bank guarantee and blacklist the bidder for a period of one year.

24 OTHER TERMS AND CONDITIONS

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(OVERNAL SOLO)

- i. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the bank.
- ii. Bank reserves the absolute right to reject the bid if it is not in accordance with its requirements and no further correspondence, whatsoever, will be entertained by the Bank in the matter
- iii. Each bid should specify only a single solution which should meet the tender specifications and should not include/suggest any alternatives.
- iv. The bidder shall also indemnify Bank against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods, software(s), patentage are (s) or any part thereof in India and abroad.



- v. To assist in the scrutiny, evaluation and comparison of offers Bank may, at its discretion, seek clarification from the bidder(s). The request for clarification and the response shall be in writing/through e-mail and no change in the price or substance of the bid shall be sought, offered or permitted.
- vi. In the event of any claim asserted by the third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof, the bidder shall act expeditiously to extinguish such claims. If the bidder fails to comply and Bank is required to pay compensation to a third party resulting from such infringement, the bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. Bank will give notice to the bidder of such claims, if it is made, without delay by fax/e-mail/registered post.
- vii. The bidder shall submit a non-disclosure agreement on behalf of the bidder and individual capacity of all the persons contracted.
- viii. The proposed solution planned for deployment in the project should be having a minimum of 5 years of support from the OEM.
 - ix. Bidders to quote for Entire proposed solution from single OEM.





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ANNEXURE - 1

FUNCTIONAL REQUIREMENTS

S.No	Scope of Work	Bidders Response*		
		Α	С	Remark
	A- Available; C- Customizable			
	General Requirements	·····		
1	Bidder/Solution provider has to submit a detailed project			
1	management plan at the start of the project and at regular			
	intervals should send status reports. The proposed system should be following an n-Tier Architecture,			
	capable of running on a wide area network, capable of being used			
2	from multiple locations and WEB based and on TABs/Smart			
	phone.			
3	The system should be able to handle multiple business units of			
3	the Banks that include branches/Admin offices where required.			
	The system should provide a consistent and user-friendly			
4	Graphical User Interface, generally following the modern GUI			
	standards			
5	Solution should be capable of providing role based access control			
	system.			
6	Solution should be capable of integrating with various Bank			
	systems viz CBS, EXIM Bills Restructuring system, etc			
7	All integration should be in STP (Straight Through Processing)			
,	mode without/minimal intervention from user & leverage existing platform system.			
	The system should support export and import of data from MS-			· · · · · · · · · · · · · · · · · · ·
8	Excel and Open Office Formats		İ	
9	ad-hoc reports with an easy to use report writing Tool / Wizard			
	The system should have flat file export functionality to export			
10	transaction data and static data in the following formats.			
10.1	Comma separated values (.csv)			
10.2	Text File (.txt)			
10.3	Microsoft Excel Format (.xls,.xlsx)			
10.4	Portable document format (.pdf)			***************************************
10.5	Rich Text Format (.rtf),etc			
	Reports should be available in XML, XBRL, etc. format, as per			
11	specifications where the data has to be sent to RBI/statutory			
	boards.			
4 7	It should be possible to configure/ generate various reports for		İ	
12	daily/week/Month/Quarter/Year and as and when required by the Bank.			
	Reporting tool should be able to provide in full amount/Lakh/crore			
	according to requirement. Drill down reporting should be provided			
13	with Account wise/ Branch wise/Zone wise/State wise/ District			
	wise/Sectors wise/Industry wise, Size wise Pop-Group wise, etc.			
14	Integration with Banks DMS for fetching/storing necessary			
T-4	documents shall be available.			
	Clearly defined USER MATRIX for Front office, Back office, Mid			
170	office and all other related users as per bank's internal policy/			
	Cractice and should be parameterized.			
1.6.	့်System should have capability to configure additional			

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	triggers/scenarios for generating alerts.	
17	The system should have provision to generate data meeting requirements of extant norms and RBI and other regulatory guidelines and limits.	
18	The system should have Audit Log for all Admin Operations, User Operations, Configuration Options etc.	
19	Parameterized Password standards - Min and Max Length, Number of Numerals and Special Characters, Number of times old passwords do not used, Reset Password period, etc to done as per Bank's Policy.	
20	Multiple logins to a single user should not be allowed.	
21	Integration of User Authentication with Active Directory of Bank shall be done by bidder.	
22	The system should support two-factor authentication and where required interface with Bio Metric Verification.	
23	Maker checker for all operations (user administration, Data changes, etc.,) - Parameterized to avail.	
24	The system should have capability to lock the screen if left attended for parameterized time and facility should be provided to either logout or re-activate using User's Password	
25	The duties of System administrators, Security administrators, and User Groups should be clearly segregated.	
26	The system should be able to define different level (profiles) for different type of users like Branch user, Zonal Office user, Corporate Office user, Admin etc.,	
27	Password history should be maintained and user shall not be able to reuse previous passwords. The number of passwords in history should be parameterized.	
28	Password shall be encrypted and not directly transmitted over WAN/Internet or stored in database or initialization files, registry etc.	
29	Data flow and flow of information must be automated with least user intervention.	
- 30	Reports generated should be made available to the users based on their roles and authorized access.	
31	Complete training (both class room and hands on mode) on the solution to Bank staff either at Chennai or as per the request of the Bank.	
32	Prepare and submit soft copies of training material and end-user manuals. Soft copy of manuals and testing documentation should be handed over to Bank.	
33	Undertake that the online technical support team should be able to resolve the issues/fix bugs identified from time to time and update the solution accordingly without cost.	
34	The Solution should be Secured and must follow a standard development process to ensure that it meets all (functional, security, Data Encryption/ Protection, performance, regulatory etc.) requirements of the Bank. Security requirement as per IT/IS policy of the Bank, will be shared with the successful bidder.	
	Bank will perform vulnerability Assessment and IS Audit periodically and all the vulnerabilities are to be mitigated/closed by the bidder without additional cost.	
W & /36°	Capable of keeping Audit trail as per Bank policy.	



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		Date.	00.02,2017
1	The Bidder / Solution Provider have to submit a detailed project management plan at the start of the project and at regular intervals should send status reports.		
2	The solution should be accessible through Browser (Web based) and on TABs / Smart Phone.		
3	Solution should have the capability to handle at least 500 concurrent users at a time and scalable to 1000 concurrent users over the period.		
4	Solution should be capable of providing Role based access control system.		100 000 000
5	The solution should be capable of integrating with various Bank systems viz. Core Banking solution etc		
6	All integration should be in STP (Straight Through Processing) mode without / minimal intervention from user & leverage existing platform system.		
7	Internal data: Structured Data from various source systems in INDIAN BANK; uploading existing documents from different sources for example, process note, Financial statements, record Realizable Asset Value, Documentation status etc.		
8	External data: Web crawling of Structured, Semi-structured and Un-structured Data on almost real time basis		
9	Near Real-time automated analysis & visualization of unstructured data (News, Tweets, etc.) by using Artificial Intelligence & text mining techniques. Conversion of unstructured data into Dynamic EWS score	:	
10	Transaction data analysis for identification of triggers& conversion into dynamic risk score. This analysis will be minimum at T+1 through extraction of data from source systems.		
11	Financial data sourcing from internal and external source for the subject corporate along with its relative peer companies for comparative analysis and generation of EWS triggers & dynamic EWS score in such exposures.		
12	Map market sentiments and compare companies on market capitalisation, stock price analysis, revenue and capital & reserve for all listed and non-listed entities, firms with similar sectoral peers. The charts/ trends to available on near real time basis for all corporate entities on demand.		
13	Such output (points in 13 & 14) to be available as dynamic charts on mobile devices for authorised persons and also as part of reports.		
14	Workflow for creating institutional memory for stake holders for actionable remarks/ comments with automated reminders through SMS & E-mails to both action & info-stakeholders.		
15	Institutional memory function to be available on both browser and mobile access. Dynamic remark access and participation by authorised users on mobile devices.		
16	Extract Customer Information / Loan Account / Transaction Particulars from various sources / systems		
17	Source market information from external sites, blogs, news and Social Media etc.,		
1/1/2/	Collate & consolidate internal and external data from various recorded from various recorded from various and recorded from various and recorded from various and recorded from various and recorded from various recorded from various recorded from various		



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	default.		
	Facilitate in the data for the first section of the		
19	Facilitate input data for new firms, corporate, etc. while		
	considering new relationships.		
	Collect / extract the external data from the data aggregator such		
	as peer bankers, stock exchanges, government websites, Credit		
	Bureau, CERSAI, Rating Agencies, information agencies etc.,		
20	If any membership is to be taken to extract the data from the		
	data aggregator, the bidder has to inform Bank to get the		
	membership from the data aggregator. Bank will make payment		
	for the membership fee.		
24	Provide details of hardware requirement for the solution based on		
21	the approximate data volume provided by the RFP. Bank will take		
	the decision to buy the hardware		
22	Data flow and flow of information must be automated with least user intervention.		
	 		
23	Results generated should be made available to the users based on		
	their roles and authorised access.		
2.4	To build different types of reports, as an information delivery		
24	mechanism to the business users, including but not limited to ad-		
	hoc, analytical, tabular, dashboards, alerts, etc.		
2 -	User should be able to generate report for any previous generated		
25	date and strict version control of report layout and output to be		
	maintained		
26	Users should be able to generate report in PDF/XLS/ XML and XBRL format.		
	Better decision making by uncovering of hidden patterns,		
	unknown correlations and other useful information from all the		
27	data collected. Analyse & provide real time in-depth information /		
<i> 1</i>	inference for taking appropriate action about vulnerable accounts		
į	to every level.		
. 28	Analysis of data received as part of credit appraisal note		
,	Identification of early weakness in the credit portfolio of the Bank		
11	by generation of alerts / triggers (e.g. Probability of Default,		
29	Probability of delinquency, Liquidity crisis, Economic or		
	Environmental distress leading to Loss / Depletion of Assets, etc.)		
	thus facilitating a quick response system.		
	Examine related unstructured data, banks process note, rating		
4.5	agencies data, regulatory guidelines, watch list data etc. and		
	provide to the Bank the list of weaknesses in the account and the		
20	reasoning for the assessment. For example, preparing 360 Degree		
30	profile with respect to each borrower / Group; identifying all		
ĺ	Accounts of a particular Group; monitoring customer /group		
	turnover; identify individuals associated with multiple Legal		
	borrowers as Director / Partner, etc.		
	Trigger Library should be readily available in the solution and		
	should be customizable as per Bank's /statutory requirement.		
:	Solution should have the capability to create triggers based on		
31	data value depending on the scenario and functionality of the		
	account apart from the triggers provided by RBI. Trigger and		
130	scores are to be assigned for every noticeable weakness. The		
<i>6</i> /]	severity to be finalized along with Bank team. Generate the		

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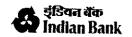


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	trigger to know the health/status of the account as part of solution.		
32	Solution is to be flexible enough to accommodate new data source and build additional trigger points. System should have flexibility to add other alerts if any stipulated by RBI from time to time to classify the accounts under SMA0, SMA1, SMA2 and Cautioned Account (CA) / Red Flagged Account from the Active triggers based on events.		
33	Solution should be able to identify Potential NPA and reports should be available.		
34	The EWS - solution should be capable of Setting and generation of different level of Alerts based on severity and Asset portfolio and generating various statistics related to Alerts generated and Action taken.		
35	It should have the capabilities to configure additional Triggers & functionalities under different loan accounts. Bank may request the bidder to include the new trigger in solution depending upon the incidence. Bidder should provide these triggers without any further cost.		
36	The reasons for assessment is to be user manageable and all trigger points are to be parameterized.		
37	Proactive monitoring of all Borrower Accounts – Corporate & Retail		
38	Proactive monitoring for analysis of peers for drawing meaningful comparisons.		
39	Solutions should be able to compute distance to default using statistical models on 4 Qtr scales dynamically sourcing Bank's Internal data and correlating it with external data point.		
40	Solution should have capability to provide peer level comparisons of similar activities or such activities carried out by a specific borrower.		
41	Solutions should have the capability to identify potential entries relating to fund diversion and provide appropriate work flow for authorisation for blocking such transaction dynamically to operational staff. The functionality to provide reliable triggers to identify potential diversion and provide mechanism for dynamically arrest events before its occurrence. Such attempts / instance to become part of transaction score parameter.		
42	The identification and segregation of digital data from various sources and uploading such data to EWS on real time frequencies.		
43	Solutions should have an option to record actions required by all stake holders on the basis of EWS score & comments of field functionalise and should be able to generate alerts for effective monitoring.		
44	Should have provision to crawl Balance sheet data of the entities and peers and draw meaningful inference for its impact on default		
45	In case any data is not source- able then system should have provision of Gap Data screen, with adequate "Maker Checker Control" and Audit Trail tracking.		
15 _N	Solution should have interface/ dashboards based on Geography, Sector, Portfolio, Industry, Region and any other criteria defined the Bank. These will be essentially targeted towards top management.		:



				
47				
48	Report / Dashboard for analysis of EWS scores at different			X
40	administrative levels			
	Accessible across all types of devices like Desktop, laptop, Tablets			
49	1			
	etc.			
	User friendly and provide granular and actionable risk intelligence			
50	with option to generate Report / MIS as per the roles assigned to			
	the users.			-
51	Indicate the severity of Alert and be capable of sending Alerts			
52	over email and SMS.	 		<u>,</u>
32	Able to reflect position of monitor-able Action Plan. Assign specific customer/ company to action stake holders for		·	.,
	monitoring and updating market intelligence through screen or			
53	mobile device dynamically and disseminated to all stakeholders			
	on near real time.			
—	Having smooth and seamless movement between dashboard		 	
. 54	layers.			
55	Able to refresh automatically/ on-demand the data for dashboard.			
	Complete training (both classroom and hands on mode) on the			
56	solution to 100 Bank staff either at Chennai or as per the request			
	of the bank.			
57	Prepare & submit soft copies of training material and end-user			,
	manuals.			
58	Soft copy of manuals and testing documentation should be			
	handed over to bank.			,
	Undertake that the online technical support team should able to			
59	resolve the issues / fix bugs identified from time to time and			
	update the solution accordingly without cost.	ļ		
60	The Solution should comply with latest regulatory requirement on			
	reporting. The solution should be Secured and must follow a standard	.		
'	development process to ensure that it meets all (functional,			
61	security, Data Encryption / Protection, performance, regulatory,			
	etc.) requirements of the Bank. Security requirement as per IT /			
	IS policy of the Bank, will be shared with the successful bidder.			
	Bank will perform Vulnerability Assessment and IS Audit			
62	periodically and all the vulnerabilities are to be mitigated/closed			
	by the bidder.			
	Capable of integrating with ADAP (Active Directory Access			
- 63	Protocol) for enabling Single Sign on, without additional cost to			
,	the Bank.		,	
64	Capable of keeping Audit Trail as per Bank policy.	<u> </u>		
65	An indicative list of EWS scenarios is provided below.			
	Should address all aspects of NPA Processing (Asset Classification,			
1	Migration, Provisioning, Technical Write Off etc) in adherence to			
ļ	extant Prudential / IRAC Norms		ļ	
t	Should work on real time basis by drawing available information			
2	from CBS and required additional inputs from Branches / Zones.			
 -	Processing should be dynamic and on daily basis			.,
31	Should be able to process any type of Loan / Credit Facilities like			
	Term Loan, CC/OD, Bills, Contingent / Devolved Liabilities	<u> </u>	Ļ	,
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	-	 		
4	System should be capable of reckoning Non-Financial aspects in respect of CC/OD Accounts for Asset Classification process.			Ī
5	Should be able to adapt to / customizable based on any future Policy Changes in respect of IRAC norms. Asset Classification,			
	Migration, Provisioning should be in conformity to IRAC norms. Should be able to adapt to / customizable to handle special	 		_
6	situations / requirements as per Policies of RBI and other Regulatory requirements			
7	Reporting / MIS should conform not only to Statutory / Regulatory			delene
8	Report Compilation should be at Account Level, Branch Level, Zone Level, Bank Level and NPA Movement, Worksheet and Control Summary made available respectively for Audit and Monitoring Purposes and should be on Monthly / Quarterly basis.			
9	Should be capable of handling any Pre and Post MOC changes by Branches / Zones and at Corporate Office. Amends / Corrections should be enabled at Branch / Zone and Corporate Office level with Provisions to generate MOC consolidation at all Levels. There should be provision to generate Audit Track / Trail to record and monitor all changes that are made in the NPA master at any given point. Entire Pre and Post MOC Changes should have Maker Checker Controls. System should have the capability to address MOC in its entire gamut.			
10	Should have capability for bulk uploading / updation of data / records			
11	Should be able to track migration of NPAs and calculate provision on daily basis. It should also be able to indicate future migrations.			ŀ
12	Should be able to implement / manage Technical Write Off Policy of the Bank and their movement (by reckoning recovery, write off, closure, fresh addition etc) computed every month / quarter.			
13	Should be able to compute Account level information on Recovery (Principal & MOI separately), Write Off, Upgradation, Fresh Slippages, Other Debits, Assignment to ARCs for any given period for Audit / Monitoring Purposes. Above information should be carried out separately for Gross NPA as well as Technical Write Off Accounts.			
14	Should have validations at every stage. All facilities linked to a CIF should be shifted to single asset status (Worst Category of all) and provision calculated accordingly.			
15	FITL accounts should be cross validated with matching Interest Realizable Account and any deviation should generate reports / alerts			1
16	Should reckon securities from CBS. While calculating provision, total securities created for various facilities under one CIF should be summed up and reckoned accordingly. Spread of securities to all facilities proportionately including freshly added facilities (LCs/BGs) should be automatic with reports / alerts to enable changes in CBS			
17	Exception handling of Provisioning based on degradation of Security to be addressed			1
	Should be able to generate various reports (all CIF based as well many point of time – Age wise, Product wise,			
位/衛期	Asset Status wise, Sector / Sub Sector Wise, Industry wise /	 	n 44 00-	
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	Activity, Pop Group wise, Size wise etc., both as separate reports as well as in varying combinations of the above.			
19	All the above reports are to be generated for Gross NPA and Technical Write Off accounts separately and combined as well.			
20	Reports should cover not only outstanding at point of time but also transaction data. Reports should cover aspects of Fresh NPA, Contingent Funds, Provision, Recovery (Principal, Interest), Write off, Upgradation, MOI/MLE/MOX etc.			
2:	In all the reporting scenarios, reports should be made available			
22	periodically.			
23	The software is to enable reverse flow / updating of processed information to CBS		,	
1	functionaries on the next day and validation shall be done by Competent Authority.			
	(A)Initiation to file a suit			
2	Once the account is identified as NPA and SARFAESI action is taken, there are all possibilities to proceed with suit filing too. Simultaneous proceedings are a legitimate course of action. Triggers have to be sent at the following stages – system driven 1.after issuance of Demand Notice under SARFAESI/ 2.After taking possession of securities/ 3.After issuing sale notice / 4.After effecting sale of securities			
3	A track on three year period from date of last acknowledgement / renewal. The trigger should be on a daily basis when there is only 6 months left based on last acknowledgment / renewal. (Period to be configurable)			
4	of plaint / Recovery Application/ on approval of plaint / R.A/court fee/DD taken and entrusted to the advocate/ signing the Plaint / Recovery Application well before time.			
5	Suit / Recovery Application to be filed by the advocate minimum three months before the account becomes time barred. THAT IS THE OUTER TIME LIMIT TO BE TRIGGERED.			
6	in database /Software solution			
7	An exhaustive list of reports to be generated will be given at any point of time viz., with the following fields.			
and the same	LINE			





Ref: CO: CMC, Recovery and Legal:001:2016-17

	Serial No /Name of the Zone /Name of the Branch /Account Number/Date of Suit Filing/Name of Forum (DRT/DRAT/Civil Court)/Name of the Borrower/ Guarantors/Suit No/Suit Amount/Book Balance./MOI/MLE/Dt. of reply statement/Date of filing proof affidavit/ Date of filing counter proof affidavit/ Date of making submissions/ written as well as oral submissions/Any interim orders/Dt. of DRT Order/DRC No/DRC Date/DRC Amount/Security Details./Non- EM Property Details/PDA engaged if any with Name and Contact No./Name of the Advocate with Phone details/Date wise Remarks (Present stage of Suit with date of next hearing & reasons therefore including proceedings before High Court / Supreme Court)/Recovery Details / Date of Next Hearing.	
8	There must be options for adding up extra columns as and when required to generate desired report.	·
9	Follow up of DRT case: Trigger point should be DATE OF NEXT HEARING. Advocate/Nodal Officer/Law Officer/officer of the Bank should be notified at least 3 days before the Next date of Hearing with notification going to the concerned Advocate, designated Nodal Officer to the DRT, the BM/ABM of the Branch and the Law Officer of the concerned zone for necessary follow up.	
10	An option should be available for the Advocate handling the case	
11	The option must be there to give a Date wise summary of the proceeding on that particular DATE OF HEARING by the dealing Advocate/Nodal Officer/Law Officer. If the proceedings have not been attended by anybody or if there is no updation, notification should reach the Bank officer to make the requisite updations All date of hearings, the notification should reach Bank. Daily proceedings form the DRT / Court website should be made available to us on same date./ Connected proceedings wherever it may be should be linked and reflected in the account./ The connected proceedings status shall also be updated on each Hg date then and there	
12	The system should enable configuration for any Statutory / Regulatory changes and meet the changes required.	
13	System should have the facility to handle specific requirements of further action under SARFAESI procedures.	
14	System should enable the user to complete issuing Sale Notice to be issued immediately taking possession, after all formalities are completed.	
15	As and when a decree is passed, the order of DRT should be picked from DRT portal and made available to us, without waiting for the advocate to forward it. If there is a dismissal then also the order shall be picked form DRT portal and made available to us. If the case is decreed in favour of the Bank and Recovery Certificate is issued then and there is no appeal then the entries should be maintained in the history Portion. If the Borrower/Bank files an appeal (DRAT/High Court) then again the same process as herein above mentioned shall continue with trigger points at the Date of	

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	filing of Appeal and Next Date of Hearing.		
	Appeals before DRAT Each stage monitoring of appeal before DRAT as above to be given		
16	Serving of summons/Procuring appeal papers/Filing of reply / counter by all parties in the appeal/Rejoinder/Interim applications if any and its position/Interim orders if any and its details/Whether RC issued/ Whether RC has been stayed in any appeal		
	Recovery Certificate proceedings Each stage of monitoring of		
	Recovery Certificate issued (RC) by DRT should also be given as under:/RC issued/Date of RC/Details of RC/RC amount/Security Details/Securities available or Sold/If securities sold – through	ļ	
17	which mode/Securities sold for what amount/Whether judgment debtors available/Whether judgment debtors have any other		
11.0	personal assets/Whether details given to RO/Whether any attachment obtained/What steps taken for sale/Date of sale/Amount of sale price		
18	An exhaustive list of reports to be generated will be given at any		,
19	Trigger library should be readily available in the solution and		
20	/Statutory Authorities / Regulatory Authorities		
21	Accessibility across all types of devices like Desktop, Lap top, Tablets, Mobile apps (Android/IOS/Windows) etc., System should have accessibility to mobile apps for updations then and there through various points. System should have accessibility / mobile app option to update various stages of the case by concerned parties. For updation of developments it shall provide facility to external empanelled users/ all concerned.		
22	User friendly Interface shall be available and necessary reports shall be generated from User Interface / automated process		
1	provide the list of SARFAESI eligible accounts to the assigned functionaries on the next day and validation shall be done by Competent Authority.		
. 2	During the said period Authorized Officer (AO) to be designated by authorities concerned and indicated in the site.		
3	send it to next authority for approval and then the demand notice have to be signed and issued by the AO.		
	Following Alerts / Triggers should be available and configurable with time line:		
1	An A/c becomes an NPA Day 1 Day 2		
	Eligibility / non eligibility of SARFAESI action – system Day 3		



Eligibility / non eligibility of SARFAESI action-validation by Administrative Authorities. Day 6	Ref:	CO: CMC, Recovery and Legal:00	01:2016-17		Date: 06.02.2017
Authorities. The process of incorporating details in Demand Notice and approval over or not over. Issuance of Demand Notice on all parties —Borrower(s)/ Guarantor(s)/ Mortgagor(s) For un-served parties to be issued during this time gap/ affixation and publication to be done. Waiting period starts from service of Demand Notice ie.60days from date of service of notice / affixation / publication as the case may be. 6 The system should enable configuration for any Statutory / Regulatory changes and meet the changes required. 7 System should have the facility to handle specific requirements of further action under SARFAESI procedures. Triggers Service on all parties—Confirmation and in instances of non service, affixation and publication Waiting period of 60 days from service of Notice Day 58—a preliminary trigger of the ensuing completion of waiting period. Day 60 — Reckoning the date of service in each A/c Day 60 — Reckoning the date of service in each A/c During 60 days waiting period, if any objections. On completion of 60 days, Bank entitled to take possession and the process of possession should be completed by 65th day (factoring in the preparation to be undertaken). Triggers Any objections Reply to objections be given within 15 days Reply to objections be given within 15 days On 61st day, to proceed to take possession, this shall at any cost be not later than 65th day. On 61st day, to proceed to take possession, this shall at any cost be not later than 65th day. On obtaining valuation report, recommendations of Branch and the process of the completion of possession Notice to be done within 7 days of taking possession (symbolic or physical) On obtaining valuation report, recommendations of Branch and process of possession (symbolic or physical)				Day 3	
and approval over or not over. Day 8		Authorities.	Day 6		
Service of Demand Notice on all parties –Borrower(s)/ Guarantor(s)/ Mortgagor(s) For un-served parties to be issued during this time gap/ affixation and publication to be done. Waiting period starts from service of Demand Notice le.60days from date of service of notice / affixation / publication as the case may be. The system should enable configuration for any Statutory / Regulatory changes and meet the changes required. System should have the facility to handle specific requirements of further action under SARFAESI procedures. Triggers Service on all parties— Confirmation and in instances of non service, affixation and publication Day 20 Day 20 Day 20 Day 60 – Reckoning the date of service in each A/c During 60 days waiting period, if any objections received, it should be replied within 15 days of receipt of objections. On completion of 60 days, Bank entitled to take possession and the process of possession should be completed by 65th day (factoring in the preparation to be undertaken). Triggers Any objections Representations received within the 60 day period Trigger on 15th day or receipt of objections Reply to objections be given within 15 days Immediately on receipt of objections It Trigger on 15th day or receipt of objections Confirmation that reply has been sent On 61st day, to proceed to take possession, this shall at any cost be not later than 65th day. On obtaining valuation report, recommendations of Branch through AO to fix Reserve Price be sent to Administrative		and approval over or not over.			
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25	On receiving balance 75%, sale certificate issued in favour of successful bidder/ the sale certificate to be registered. Sale price has to be appropriated and for the balance to be recoverable system should trigger to take further action for filing suit.		
26	An exhaustive list of reports to be concepted will be given at any		
27	Consolidated Profile to be created for customer / individual accounts should be available / generated (Indicative profile is provided in Annexure. However based on requirement it will be provided to successful bidder)		
28	Trigger library should be readily available in the solution and should be customizable as per Bank's / Statutory / Regulatory requirement		
29	/Statutory Authorities / Regulatory Authorities		
30	Accessibility across all types of devices like Desktop, Lap top, Tablets, Mobile apps (Android/IOS/Windows)etc.,		
31			
1	Once an a/c becomes NPA, the system should give an alert that it has satisfied the IRAC norms of RBI. Based on the details available in the database, the system software should filter and provide the list of Lok Adalat eligible accounts to the assigned functionaries on the next day and validation shall be done by Competent Authority.		
2	Referring cases to Lok Adalat Once the account is identified as NPA and eligible for Lokadalat, RRA has to be arrived .Triggers have to be sent at the following stages – system driven 1.after identifying NPA 2. After arriving RRA 3.After referring it to Legal Services Authority 4. Fixing a date for Lok Adalat		
3	A track on unsecured accounts / Suit filed accounts has to be devised. The trigger should be on a weekly basis when there is a possibility of OTS.		
4	Time line and Triggers on Identification and approval of RRA / reduction of RRA as permissible under RECOVERY POLICY well before time.		
5	An exhaustive list of reports to be generated will be given at any point of time viz., with the following fields. Serial No /Name of the Zone /Name of the Branch /Account Number/Date of Suit Filing/Name of Forum (DRT/DRAT/Civil Court)/Name of the Borrower/ Guarantors/Suit No/Suit Amount/Book Balance./MOI/MLE/Dt. of reply statement/ Date of filing proof affidavit/ Date of filing counter proof affidavit/ Date of making submissions/ written as well as oral submissions/Any interim orders/Dt. of DRT Order/DRC No/DRC Date/DRC Amount/Security Details./Non- EM Property Details/PDA engaged if any with Name and Contact No./Name of the Advocate with Phone details/Date wise Remarks (Present stage of Suit with date brown the serion of the Supreme Court)/Recovery Details / Date of Next		



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	Hearing.		
6	An exhaustive list of reports to be generated will be given at any point of time Profile to be created for individual accounts should be available		
7	Trigger library should be readily available in the solution and should be customizable as per Bank's / Statutory / Regulatory requirement		
8	Solution should be flexible enough to accommodate new data source and build additional trigger points. Also should have flexibility to add other alerts / triggers if any stipulated by RBI /Statutory Authorities / Regulatory Authorities		
9	Accessibility across all types of devices like Desktop, Lap top, Tablets, Mobile apps (Android/IOS/Windows)etc.,	·	
10	User friendly Interface shall be available and necessary reports shall be generated from User Interface / Automated process.		
; 11 . 11	System should have accessibility / mobile app option to update various stages of the case by concerned parties. For updation of developments it shall provide facility to external empanelled users/ all concerned.		

Miscellaneous Requirements

S No.	Particulars	Response
1	Name of the Product	
2	When was the first version launched	
3	When was the latest version launched	
4	Present version	

- Published performance benchmark reports for the solution on multiple hardware platforms

 deals per day, load. Please give details of rankings / rating qualifying the sectors.

 What is the basis of pricing (e.g. CPU based/ user based)?
- 3. Training

Sr. Particulars		Response	
1	Availability of product training in India		
2	Availability of Computer Based training material	,	





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ANNEXURE - 2

SOLUTION TECHNICAL REQUIREMENTS

S.No.	No. Solution Technical Requirements				
1	Integration Application Requirements	Complied)			
1.1	Ability to integrate to support online, real time and batch operation				
1.2	Integrator's support for scheduling and defining of jobs				
1.3					
1.4					
2	Database requirements				
2.1	, acceptable				
2.2	Ability to support online replication				
2.3	Ability to implement SANs for data storage in the architecture				
3	General IT related Requirements				
3.1	Audit trail of all the activities should be maintained				
3.2	A THE THE PROPERTY OF THE PROP				
3.3	Export of reports and inquiries into different formats like Word, Excel, PDF, Text, CSV etc.				
3.4					
3.5	The solution should have the capability to archive the data on HDD/				
	Peripherals and retrieve from the above for the purpose of processing.				
3.6	The solution should provide user defined backup/retrievals (Automated/ Scheduled/Manual).				
3.7	The details of support for direct Backup/Retrieval of database and applications shall be furnished				
3.8	Support for integration with packages like chart generators, Statistical/ Financial DLLs, MS Office Components, Popular Case Tools etc.				
3.9	Type of import and export capabilities available for creating customized data feeds.				
3.10	Day/Month/Qtr. End/Half year end/Year Begin and end Reports should be defined and generated immediately without any user intervention.				
3.11	Database link, Data Dictionary and support should be provided to Bank's Data Warehousing & MIS project to enable them to generate the reports in Bank's formats without any additional cost.	***************************************			
4	Security / Audit Trail				
4.1	The system should enable profiling of users and definition of control levels and passwords				
4.2	All Error messages must be logged. It should be possible to look up on-line (by error message number or by alphabetical list) all error messages reported by the system, to determine their meaning and the appropriate corrective course of action. Error messages or events of a certain severity level should be immediately notified automatically by email, SMS, etc. to the System Administrator's Group and actual user.				
4.3	System should provide auditable management of User-ids, access rights and passwords, logins, activities etc.,				
4.4	Maintenance of a secure, auditable log of access to the system, dentifying user-id, date, time, functions accessed, operations performed. The raw logs have to be stored for at least 10 years.	-			
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	,					
4.5		Proposed solution should provide complete forensic evidence as to why a transaction was declined/hold/allowed.				
4.6	A Se view comp would dept.	A Separate Login/Role / user type is required for Auditors who can view all the parameters / test cases / pending reports/ and perform complete Audit / reporting through the user. Though the audit user would have view permission only for the Legal, recovery and CMC dept. data/details, he would have the full capabilities including update / delete in the audit schema.				
5	Abili	ty to provide	comprehensive Audit trail features such as :			
5.1	Daily	activities log r	nerged into the history log file/s			
5.2	Date,	time and User	stamped process list for different processes.			
5.3	Dravigion for daily activity reports to highlight all the processes					
5.4	Provi	sion for record	ing of all unsuccessful login attempts			
6	Netw		dwidth Requirements			
	Banc chart					
	Year					
	1 st					
6.1	2 nd					
	3 rd					
:	4 th	<u> </u>		The state of the s		
	5 th					

Proposed solution & related software should be maintained with back to back 24*7*365 support from the respective OEMs by the bidder till the end of the contract period. Also, onsite support should be provided from 8:00 AM to 8:00 PM on all Bank working days from the date of go live. Onsite support shall be available on call for attending to emergency situations like application crash, application down etc. including bank holidays/non-working hours.





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Section III -CONDITIONS OF CONTRACT

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SECTION - III -CONDITIONS OF CONTRACT

DEFINITIONS

1 1

In this contract, the following terms shall be interpreted as indicated:

- "The Contract" means the agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- "The Contract Price" means the price payable to the supplier under the contract for the full and proper performance of its contractual obligations;
- "The Goods" means all of the equipment, machinery, and / or other materials which the supplier is required to supply to the purchaser under the contract;
- "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the supplier covered under the contract;
- "The Purchaser" means Indian Bank. e.
- f. "The Supplier" means the company supplying the Goods and Services under this Contract.
- "The Project Site", where applicable, means the place of delivery of equipments. g.

2. **USE OF CONTRACT DOCUMENTS AND INFORMATION:**

- 2.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser 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 as far as may be necessary for purposes of such performance.
- The Supplier shall not, without the purchaser's prior written consent, make use of any document or information pertaining to this contract except for purposes of performing the contract.

INTELLECTUAL PROPERTY RIGHTS 3.

While the successful bidder/OEM shall retain the intellectual property rights for the application software, it is required that successful bidder shall grant the perpetual license to the bank for the bank's exclusive use without limitation on the number of users. The successful bidder shall place the source code of customizations done for the bank (and the procedures necessary to build the source code into executable form) for the application software, in escrow with a reputable agency (a bank or established software escrow firm in India) acceptable to the Bank during the contract period.

4. PERFORMANCE SECURITY

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Within 15 days of issue of Purchase Order, the Supplied S Within 15 days of issue of Purchase Order, the supplier shall furnish to the

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of a Bank Guarantee issued by a Scheduled Commercial Bank located in India, valid for 71 months (with further one month of claim period), in the format enclosed.

- **4.2** The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- **4.3** The Performance Security will be discharged by the Purchaser and returned to the Supplier after expiry of claim period.
- **4.4** In case of project getting delayed, Bank will seek extension of the Performance bank guarantee

5. INSPECTIONS AND TESTS

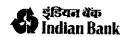
- 5.1 The Purchaser or its representative(s) shall have the right to visit and /or inspect any of the Bidder's premises to ensure that data provided by the Bank is not misused. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- **5.2** Any charges payable to the Purchaser's representative designated for inspection shall be borne by the Purchaser.
- **5.3** The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and / or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- **5.4** Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements at no additional cost to the Purchaser.
- **5.5** The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods' shipment.

6. DELIVERY AND DOCUMENTS

Delivery of the goods and services shall be made by the Supplier in accordance with the terms specified in the schedule of requirements. Road permits will not be given / arranged by the purchaser. The supplier has to make his own arrangements to deliver the equipment at the site provided by Bank. The details of shipping and / or other documents to be furnished by the Supplier are as follows.

- (i) Copy of the Supplier Invoice showing contract number, description, quantity, unit price, total amount;
- (ii) Delivery Note, acknowledgement of receipt of goods from the Consignee;
- (iii) Manufacturer's / Supplier's Warranty Certificate:
- (iv)License Certificates.





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7. COMPREHENSIVE ONSITE WARRANTY

- **7.1** The supplier has to provide 1 year onsite comprehensive 24*7*365 maintenance support under warranty from the date of go live.
- **7.2** Upon receipt of such notice, the Supplier shall with all reasonable speed, repair or rectify the issue raised by the Purchaser, without cost to the Purchaser.
- **7.3** If the Supplier, having been notified, fails to remedy the issue(s) within a reasonable period, the Purchaser 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 Purchaser may have against the Supplier under the Contract as per the SLA.
- **7.4** Comprehensive Onsite AMC/ATS for 4 years after warranty period of one year after go live. However, Bank reserves the right to enter into AMC/ATS with other vendor.

8.1 CONTRACT PERIOD

The contract period will commence from the date of acceptance of the Purchase order and will be valid upto a period of five year (one year warranty and four years ATS/AMC) from the date of go live or sign off. The contract is extendable / renewable further at the option of the Bank on mutually agreed terms.

9. PAYMENT TERMS

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The Bank shall make payments as follows:

Milestone	Payment (of Contracted Amount)	Total (of Contracted Amount)
On successful Installation of Software & submission of SRS document	10%	10%
On successful UAT - Trial Run	40%	50%
On successful Go-Live	30%	80%
3 Months after successful implementation	20%	100%

Proposed solution & related software should be maintained with back to back 24*7*365 support from the respective OEMs by the bidder till the end of the contract period. Also, onsite support should be provided from 8:00 AM to 8:00 PM on all Bank working days from the date of go live. Onsite support shall be available on call for attending to emergency situations like application crash, application down etc., including bank holidays/non-working hours.

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

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

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10. CHANGE ORDERS

10.1 The Purchaser may at any time, by a written order given to the Supplier make changes within the general scope of the Contract in any one or more of the following :

- a. the place of delivery; and / or
- the Services to be provided by the Supplier;

10.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

11. DELAYS IN THE SUPPLIER'S PERFORMANCE

- **11.1** Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
- 11.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

12. LIQUIDATED DAMAGES

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

Liquidated Damages on delay in Implementation: For delay beyond the implementation schedule, The supplier shall be liable to forfeit 0.5% of the cost of the deliverables for the respective implementation phase, as per the project implementation timelines mentioned in clause no. 3 of Section IV, for every week or part thereof subject to maximum of 10% of cost of project for the delay solely not attributable to purchaser. Once the penalty crosses 10% of the cost of the project, purchaser reserves the right to cancel the contract.

13. GUARANTEES ON RESPONSE TO ERRORS

All issues in production environment shall be classified as in three categories:

- Severity 1: Fault/bugs which prevent the software from being used at all or affect the critical operations of the licensee which is exclusively dependent on functioning of this application/software.
- Severity 2: Faults refer to faults/bugs which severely affect the functionality of the implemented software or affect the critical operations of the Licensee which is exclusively dependent on functioning of this application/software.

Severity 3: These are bugs those for which workaround solutions exist and/or relate to the monterities functionality of the implemented software

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Resolution time for the issues shall be fixed as below.

Issue Classification	Warranty Period		Post-Warranty Period	
	Response Time	Resolution Time	Response Time	Resolution Time
Severity 1	0.5 hours	4 hours	0.5 hours	4 hours
Severity 2	1 hour	6 hours	1 hour	6 hours
Severity 3	2 hours	12 hours	2 hours	12 hours

14. TERMINATION FOR DEFAULT

- **14.1** The Purchaser, without prejudice to any other remedy for breach of contract, by 15 days written notice of default sent to the Supplier, may terminate this Contract in whole or in part :
 - a. if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser;

Or

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

'For the purpose of this clause:

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

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, 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 Purchaser of the benefits of free and open competition.

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

15. FORCE MAJEURE

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15.1 The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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15.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

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

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

16. TERMINATION FOR CONVENIENCE

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

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

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

17. SETTLEMENT OF DISPUTES

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- **17.1** If any dispute or difference of any kind whatsoever shall arise between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.
- **17.2** If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 17.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract.



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17.4 Submitting to arbitration may be considered as an additional remedy and it does not preclude the Parties to seek redressal/other legal recourse.

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

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

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

Submitting to arbitration may be considered as an additional remedy and it does not preclude the party to seek redressal / other legal recourse.

18. CONFIDENTIALITY

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

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19. **APPLICABLE LAW**

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

20. **INSTALLATION REQUIREMENTS**

The Supplier will test all software operations and accomplish all adjustments necessary for successful and continuous operation of the software solution at all installation sites.

21. **MAINTENANCE**

The Successful Bidder must provide uninterrupted availability of the application solution and

ensure that the problem is resolved within the time schedule as prescribed below

Issue	Warranty Period Post-Warranty Period			
Classification	Response Time	Resolution Time	Response Time	Resolution Time
Severity 1	0.5 hours	4 hours	0.5 hours	4 hours
Severity 2	1 hour	6 hours	1 hour	6 hours
Severity 3	2 hours	12 hours	2 hours	12 hours

Also, the successful bidder agrees to maintain the entire supplied software, supplied with the proposed solution on a 24*7*365 basis with a back to back arrangement with respective OEMs to ensure meeting the terms of the RFP. For any major break down such as application crash, the successful bidder must arrange for immediate onsite support for recovery and resumption of operations. The re-installation of any software including RDBMS (Relational Database Management System) if required is the sole responsibility of the successful Bidder, which should be treated as service provided under Warranty and AMC/ATS. Maintenance support will also include installation of system updates and upgrades, providing corresponding updated manuals, and follow-up user training. During the contract period, all updates and upgrades should be free and must be implemented without any additional cost to the bank. All the software supplied must be maintained under back to back support from the respective OEMs and the versions installed must not be End of life / support. All software installed must be maintained with latest patches and fixes free from any known bugs, vulnerabilities, etc. Certificate for the same should be submitted half-yearly to Bank by the successful bidder. During the contract period, all regulatory / statutory requirements/modifications to existing solution should be done without any additional cost to the Bank.

22. **TRAINING**

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Please provide training plan in detail covering the following

- 1. The Supplier should provide training to personnel identified by purchaser from domain team on end user aspects of solution.
- 2. The duration of the training will be of 6 days.
- 3. The Supplier should provide the End User Training.
- 4. The training has to be provided to 100 officers of purchaser in at least 2 batches not exceeding 50 officers each
- 5. Training should include training aids such as online tutorials, manuals, etc
- 6. The Supplier should provide detailed training plan for this purpose as part of the deliverables



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The Supplier will also provide training material for an on-line training course which can be undertaken by employees as an e-learning program.

23. SUB CONTRACTING

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

24. SERVICE LEVEL AGREEMENT (SLA)

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

25. EXIT REQUIREMENTS

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

26. INDEMNITY

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

27: LIMITATION OF LIABILITY

Vendor's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for

- a) IP Infringement indemnity
- b) Bodily injury (including Death) and damage to real property and tangible property caused by vendor's gross negligence. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase order placed by bank on the vendor that gave rise to claim, under this tender.

28. TRANSFER OF OWNERSHIP/TITLE

The successful bidder shall pass the title of ownership of the licenses supplied under this Contract to Indian Bank on delivery of the material at the location(s) specified by bank.

29. TECHNICAL DOCUMENTATION

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The Technical Documentation involving detailed instruction for operation and maintenance is to be delivered with the software supplied. The Bidder, at the time of installation shall deliver to the Bank required copies of the object code version of the Software and the associated Program Documentation including operation manual, job cards and training material. The Bidder, after customized Software and the associated Program Documentation including operation manual, job cards and training material. The Bidder, after modifications, updates or new versions shall deliver to the Bank required copies of the revised object code version of the latest Software and the revised associated Program Documentation including operation manual, job cards and training material. The Program Documentation shall consist of required number of User Manuals per user group, Data Centre and Disaster Recovery Centre. The program documentation shall be

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supplied by the Bidder to the Bank both in hard copy except where hard copies are not available and soft copy. The operational manual shall be provided by the Bidder under help menu in the software as dynamic online documentation / help files, wherever applicable. The object code version of the Software, executables and required run-time files shall be on Compact Disc or on any such media as desired by the Bank as may be applicable.

Should the software provided by the Bidder be infringing, it would have a serious business impact on the business of the Bank. Therefore, the Bidder should take responsibility of its actions. Even if Bank (Secured / Unsecured) would have used the deliverables before the infringement was noticed, legally each such use constituted infringement and therefore the Bidder is in breach of the Bidder's warranty and obligation. The language of the documentation should be English.





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SECTION IV - SCOPE OF THE PROJECT

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SECTION - IV

SCOPE OF THE PROJECT

1. Brief Description

Indian Bank intends to implement a standard integrated solution for EWS, NPA and Legal Tracking. The solution proposed by the bidder must have compatibility with Core Banking Solution, Various sources and the scope would include Supply, Installation, Development/Configuration, Customization, Implementation, Management and Maintenance of all necessary Software. The scope of the work is as follows:-

- Preparation of SRS document for migration from the current solution to the proposed solution.
- Supply, Installation, Development/Configuration, Customization, Implementation, Management and Maintenance of all necessary Software to provide a standard features as mentioned under section 6.
- Training to officers should be provided.
- Provide Onsite support services from date of go live of the proposed solution for supporting day to day technical and functional operations.

2. Schedule Of Requirements / Deliverables

Software implementation shall include (but is not limited to) the following key deliverables:

- **2.1 Software:** Supply, Installation, Development/Configuration, Customization, Implementation, Management and Maintenance of all necessary Software.
- **2.2 Customized Application:** Customization should be done as per the Banks' requirements and these should be documented properly. These customizations are required to be kept under ESCROW every quarter. Software provided by the OEM along with the customizations kept as ESCROW would form the complete software as per the requirements defined by the Bank.
- **2.3 Implementation Services:** The SI must develop a comprehensive and detailed approach and strategy for the implementation of the proposed solution. The plan should be scalable, flexible as per the following strategy, but not limited to the following (SI may propose others, based on their strategy / methodology):
 - Requirement Gathering and documentation (SRS)
 - Overall integration plan and work plan (in phases)
 - Architecture plan and diagrams
 - Installation plan
 - Migration plan
 - Training plan
 - Testing plan
 - Cut-over and decommissioning plan
 - · BCP for unplanned and planned drills
- **2.4 Testing Services:** Conduct testing for the system, application and any customised components. Testing shall include, but is not limited to the following (SI may propose others, based on their strategy / methodology):
 - System Integration Testing (SIT)
 - User Acceptance Testing (UAT) Facilitation
- **2.5 Documentation:** Provide all necessary documentation relating to the implementation including, but not limited to the following (SI may propose others, based on solution offerings):-
 - Project charter
 - Solution architecture and design
 - Architecture / technical diagrams
 - User manuals





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- System flow documentation
- Technical manuals
- Training manuals
- UAT test scripts
- Standard Operational Procedures
- 2.6 Warranty/Post-Warranty Services: The bidder/OEM must support the solution implemented (including Solution and supporting software) under the contract for the Solution under the warranty support for a period of one year post the go-live of solution and AMC/ATS for four years post warranty. The bidder/OEM must submit a detailed plan including the manpower to be deployed during the post-implementation support of the solution. Manpower can be changed only with an advance approval from the Bank.
- 2.7 Conduct two 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.

3. Project Implementation Time and Schedule of Delivery

Installation of Software	15 Days	15 Days
Data Collection / Correction / Validation	45 Days	2 Months
UAT – Trial Run	2 Months	4 Months
UAT - System Validations & Report Generation Tools	1 Month	5 Months
Go-Live	1 Month	6 Months

4. Disaster Recovery Site

Recovery Point Objective (RPO) for DR	10 min
Recovery Time Objective (RTO) for DR	20 min

5. On-Site Support

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The successful bidder shall provide 8:00 AM to 8:00 PM onsite support for the solution from the date of Go Live of the phase 3 for a period of 12 months and can be extended for further period at mutually agreed terms. The successful bidder needs to provide the price breakup of the resources allocated during the 12 months support period. On banks' request, the successful bidder is bound to increase the onsite support resource at the cost specified in the price breakup.

The scope for the on-site engineer will include configuration changes, version upgradations, performance monitoring, troubleshooting, patch installation, support for day to day functional and technical operations. The Service Response and Resolution time for the onsite support services are fixed as below.

Issue	Warranty Period Post-Warranty Period			
Classification	Response Time	Resolution Time	Response Time	Resolution Time
Severity 1	0.5 hours	4 hours	0.5 hours	4 hours
Severity 2	1 hour	6 hours	1 hour	6 hours
Severity 3	2 hours	12 hours	2 hours	12 hours

6. Installation, Maintenance and Support

1. Seamless integration of supplied, customized, developed software for Indian Bank to meet the Bank's Functional, Operational, Risk Management, **Regulatory** and MIS requirements of Recovery, Legal and CMC with all required interfaces. Integrate the proposed solution with Bank's Core Banking Solution B@NCS24 with necessary interface on real time basis.

2. System should support RBI's guidelines pertaining to Recovery, Credit monitoring and framework issued from time to time.



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- 3. The proposed solution should provide audit reports and Tools for the Bank's internal/concurrent/statutory /SEBI/RBI audit/inspections /RBS RBI.
- 4. All data files transmitting through various interfaces should be in encrypted form.
- 5. Any new regulatory requirement during/after implementation must be covered.
- 6. The hardware recommended should be scalable to support additional users and modules.
- 7. Necessary support should be provided to the IS auditor appointed by the bank for conducting Vulnerability Assessment & Penetration Testing on the solution supplied.
- 8. Closure of all VAPT/ EAPT / IS AUDIT observations pertaining to the proposed solution within time frame stipulated by Bank without any additional cost to the Bank. The observations may be made at any frequency by the bank or bank appointed external system audit team.
- 9. Bidder will be required to provide root cause analysis for all performance and availability problems that occur. Formal root cause analysis will be delivered within 5 days of problem occurrence, including
 - a. Explanation of the root cause
 - b. Actions taken to resolve the problem
 - c. Action plan to prevent 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.
- 10. The implementation of software solution should be in line with ISO 27001:2013 standards
- 11. Undertake and assist the bank officials for the following Access Control activities (indicative):
 - a. User account Creation/deletion as per access policy of the organization
 - b. Creating/modifying/deleting groups
 - c. Administering user rights, roles and passwords of all the relevant subsystems.
 - d. Maintaining data access security etc.
 - e. Regular submission of various reports for all activities undertaken at periodicities, formats and activities etc. as decided by and at the discretion of Bank
- 12. 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 coordination 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.
- 13. Coordinate with and assist the following 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.

Maintain lists of all system files, root directories and volumes.

Performance tuning of servers and other equipments





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- k. Monitoring access logs and application logs
- I. 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 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
- 14. Integration with DAM, PIM, SIEM and VAS installed at Bank.
- 15. Coordinate with and assist the following 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
 - 16. Monitoring and confirming the DR replication and performing DR:
 - a. Ensuring that the application maintains the RPO and RTO as per RFP terms.
 - b. Performing switchover and switchback operations for DR drills as per the RFP terms.
 - c. Documentation of the detailed procedure for switchover/failover and switchback/failback 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.
 - 17. 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.
 - 18. All installation and configuration reports, documents, diagrams etc are to be supplied before commissioning.
 - 19. Compliance to Indian Bank's policies like Recovery policy, Legal policy, IT policy, Security policy, etc.
 - 20. All professional services of the vendor required for complete installation, commissioning and maintenance shall be included in the scope of work.
 - 21. The major responsibilities as specified above are indicative only and are not exhaustive in any manner.
 - 22. The successful bidder should provide consultancy and assistance to bank for making the Solution comply with industry best practices for high availability within and across the site at every component level.
- 23. Solution must integrate with the Bank's existing network and security solutions.

 Undertake immediate bug fix actions in the event of software failure causing an interruption of the Bank's operation as per the response / resolution times defined in Clause No. 13 of Section III: Guarantees On Response To Errors.



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24. The bidder should assist bank in making the solution fault resistant i.e. during the event of any failure (software /hardware /network /etc.), the solution should continue to function seamlessly and no transactions should be lost.

25. Notify about all the detected software errors and correct them in the shortest possible time.

- 26. The SI will be responsible for notification of new versions / releases of the software and supervise their implementation in mutually agreed deadlines.
- 27. 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.
- 28. The software service must be conducted in a manner not compromising the security and integrity of Bank's data and not compromising the quality of operations of Credit Monitoring, Legal & Recovery departments of the Bank particularly the services rendered to customers.
- 29. Conduct 2 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.
- 30. The scope for the on-site engineer will include configuration changes, version upgradations (Proposed solution), performance monitoring, trouble shooting, patch installation, database tuning for improving performance of Proposed application, and liaison with OEM for various support issues, etc.
- 31. Alerting bank in case of any performance issues or hardware upgradation requirements.
- 32. Resolution of the issues as per the Service Response and Resolution time for the onsite support services mentioned in Clause No. 13 of Section III: Guarantees On Response To Errors.
- 33. Provide Enterprise wide dashboards and ability to create customized dashboards as required.
- 34. Coordinating with the bank team and the vendor assigned by bank for exposing services and integration with the Enterprise Service Bus (whenever implemented), performing customization in application for the same (if required any) at no additional cost.

7. Hardware Sizing

SI is required to provide for the detailed configuration of the recommended Development, Test, Disaster Recovery and Production server environments as per the requirements mentioned. Hardware intended to be sized and recommended by the bidder for the Solution should be able to process the peak level transactions projected at the end of contract period, at any point of time seamlessly and adhere to the hardware utilization parameters mentioned in this document.

8. Disaster Recovery

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The solution provided by SI must support Disaster Recovery plans as follows:

- 1. Allow fail over to a DR Site
- 2. Provide architecture and design for Disaster Recovery.
- 3. Disaster Recovery design to support that "No transactions are lost".
- **4.** SI must detail out any licensing information related to Disaster Recovery design. Peak: The peak utilization of the components mentioned above should not cross 70% of its installed / activated performance parameters even at peak load for the entire contract period.

9. Early Warning System and Red Flagging of Accounts

The Bank desires to implement an Early Warning System (EWS) to manage its Assets which are likely to default in the ensuing months / quarters as the case may be. As of now, the control systems to identify/Monitor / Report stress of an account are available at various levels in form of the ports to suit the requirements of different users. However, these are not available to

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collate/ extract by any end user from one source at any point of time. By implementing the proposed Early Warning System (EWS) it will provide a single platform to manage all aspects of alerting about the impending default of assets along with regular updates. EWS should cover total gamut of requirements as have been spelt out here under in this document. The bidders should have the solutions for ready deployment.

This tender is to select a Vendor to implement an end to end Early Warning System in a systematic manner as required by Indian Bank. Indian Bank needs web based software for monitoring capabilities of EWS. Along with Web based software, users should access the Application through Mobile Application to feed the information/Data through mobile too. As the Bank needs a robust monitoring mechanism to track stressed cases which are likely to default, the system should have facility to send alerts through electronic mode to concerned stake holders at pre designed intervals so that they may be sensitized towards taking informed decisions and initiating necessary action. Mobile application may be required for the use of the stake holder to update the data feeding on real time with purpose thereof for fast communication.

The Bidder would be responsible for implementing a well-defined solution for Early Warning Signals for Credit Portfolio accounts, which will enable the Bank to:

- a) Implement and Integrate the Solution for data extraction.
- b) Collate and consolidate structured / semi-structured / un-structured information / data from all available channels
- c) Generate data analytics & sentimental analysis, which will facilitate analysis of credit appraisal proposal; Identification of early weakness in the credit portfolio; Better decision making; a quick response system and proactive monitoring of all Borrower Accounts;
- d) Analytical Dashboards for users

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- e) Support for training, troubleshooting and enhancements
- f) Compliance of guidelines of regulatory authorities

As part of the overall scope of the RFP the Bidder/Solution Provider needs to interact with Bank's business team, gather and finalize functional requirements. Bidder/Solution Provider should incorporate global best practices while defining requirements. Some of the illustrative but not exhaustive details to facilitate understanding are as under:

a) Implement & Integrate the Solution for data extraction

- I. Bidder/Solution Provider has to submit a detailed project management plan at the start of the project and at regular intervals should send status reports. The frequency of the status reports and status meetings will be as per discretion of the bank.
- II. The Bidder/Solution Provider's response and resolution time will be the basis for end-user support time in Indian Bank's service level agreements with the Bidder.
- III. The solution should be accessible through Browser (Web based) and on TABs/Smart Phone.
- IV. Solution should have the capability to handle at least 500 concurrent users at a time and scalable to 1000 concurrent users over the period.
- V. Solution should be capable of providing Role based access control system.
- VI. The solution should be capable of integrating with various source systems of Bank viz B@NCS Core Banking solution/Credit Card/FRM/AML, RBIA other solutions if any to be put in place in future.
- VII. All integration should be in STP (Straight Through Processing) mode without / minimal intervention from user & leverage existing platform system.
- VIII: The source code /object code / executable code (for the purpose of this RFP may be called as implementation code) and compilation procedures of the solutions that the Vendor creates/uses as part of implementation for the purpose of this project should be vendor creates/uses as part of implementation for the purpose of this project should be put in



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b) Collate and consolidate information / data from all available channels

- I. Internal data: Structured Data from various source systems in Indian Bank; uploading existing documents from different sources for example, process note, Financial statements, record Realizable Asset Value, Documentation status etc.
- II. External data: Structured, Semi-structured and Un-structured Data on real time basis
- III. Workflow for analyzing the accounts status
 - a. Customer Information / Loan Account Particulars from CBS
 - b. Other information from Social Media
 - c. Other required data from the solution
- IV. The solution provider/bidder needs to ensure as under:
 - a. Collate & consolidate internal and external data from various sources for analyzing the account.
 - b. Facilitate input data for new firms, corporate, etc while considering new relationships.
 - Collect / extract the external data from the data aggregator such as peer bankers, stock exchanges, government websites, RBI, SEBI, CIBIL, CERSAI, CRISIL, information agencies etc.,
 - d. The bidder should facilitate extraction of data from any data aggregator to suit the needs/demands of the Bank from time to time.
 - e. Recommend the Storage of EWS data and its format / structure
 - f. Provide details of hardware requirement for the solution along with the cost. Bank will take the decision to buy the hardware or to provide and bank reserves the right in this regard.
 - g. Data flow and flow of information must be automated with least user intervention.
- V. Results generated should be made available to the users based on their roles and needs. The outputs/results, for example, maintain borrower history with time line should be stored in the solution server and also stored in Bank's Server.
- VI. To build different types of reports (minimum of 30), as an information delivery mechanism to the business users, including but not limited to ad-hoc, analytical, tabular, dashboards, alerts, etc.
- VII. Reports should be saved in the system (format and structure should be provided by the bidder/solution provider). Users should able to generate report in PDF/XLS/ XML and XBRL format.

c) Generate data analytics & sentimental analysis

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- I. Better decision making by uncovering of hidden patterns, unknown correlations and other useful information from all the data collected. Analyze & provide real time in-depth information / inference for taking appropriate action about vulnerable accounts to every level.
- II. Identification of early weakness in the credit portfolio of the bank by generation of alerts / triggers (e.g. Probability of Default, Probability of delinquency, Liquidity crisis, Economic or Environmental distress leading to Loss / Depletion of Assets, etc) thus facilitating a quick response system.
- III. Collect and collate information regarding peer group entities industry wise including stress analysis.
- IV. Examine data related unstructured data, banks process note, rating agencies data, regulatory guidelines, watch list data etc and provide to the bank the list of weaknesses in the account and the reasoning for the assessment. For example, preparing 360 Degree profile with respect to each borrower / Group; identifying all Accounts of a particular Group; monitoring customer /group turnover; identify individuals associated with

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Ref: CO: CMC, Recovery & Legal:001:2016-17

- V. Trigger Library should be readily available in the solution and should be customizable as per Bank's /statutory requirement. Solution should have the capability to create triggers based on data value depending on the scenario and functionality of the account apart from the triggers provided by RBI. Trigger and scores are to assigned for every noticeable weakness. The severity to be finalized along with bank team. Generate the trigger to know the health/status of the account as part of solution.
- VI. Solution is to be flexible enough to accommodate new data source and build additional trigger points. System should have flexibility to add other alerts if any stipulated by RBI from time to time to classify the accounts under SMAO, SMA1, SMA2 and Cautioned Account (CA) at no additional cost to the Bank apart from the Active triggers based on events.
- VII. The EWS- solution should be capable of Setting and generation of different level of Alerts based on severity and Asset portfolio and generating various statistics related to Alerts generated and Action taken.
- VIII. It should have the capabilities to increase the Triggers & functionalities under different loan accounts. Bank may request the bidder to include the new trigger in solution depending upon the incidence. Bidder should provide these triggers without any further cost.
 - IX. The reasons for assessment is to be user manageable and all trigger points are to be parameterized.
 - X. Proactive monitoring of all Borrower Accounts, both fund based & non fund based

d) Analytical Dashboards for users

- I. Solution should have interface/ dashboards based on Geography, Sector, Portfolio, Industry, Region and any other criteria defined by the Bank and which will cater to the needs Top Management.
- II. Dashboard and report should be:

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- Accessible across all types of devices like Desktop, laptop, Tablets, mobiles etc.
- User friendly and provide granular and actionable risk intelligence with option to generate Report/MIS as per the roles assigned to the users.
- The users should also be able to do basic activities such as sorting, filtering, slicing, dicing and drill down.
- Indicate the severity of Alert and be capable of sending Alerts over email and SMS.
- Able to reflect position of monitorable Action Plan i.e., able to give feedback on action initiated as per guidelines given for corrective action.
- Having smooth and seamless movement between dashboard layers.
- Able to refresh automatically/ on-demand the data for dashboard.

e) Bidder/Solution Provider to provide Support for training, troubleshooting and enhancements

- I. Complete training (both classroom and hands on mode) on the solution to 40 Bank staff at Chennai as per the request of the bank.
- II. Prepare & submit soft copies of training material and end-user manuals.
- III. All manuals and testing documentation should be handed over to bank.
- IV. All the customization/ development carried out by the vendor will be the property of the Bank
- V. Software Maintenance like Patch deployment, Antivirus updation etc. also to be undertaken.
- VI. Undertake that the online technical support team should able to resolve the issues / fix bugs identified from time to time and update the solution accordingly without cost.
- VII. Be capable to modify the solution based upon the user feedback as and when required without any cost on bank.

f) Compliance of guidelines of regulatory authorities

The Solution should comply with latest regulatory requirement on reporting.



Ref: CO: CMC, Recovery & Legal:001:2016-17

g) Security aspects

- I. The solution should be Secured and must follow a standard development process to ensure that it meets all (functional, security, Data Encryption/Protection, performance, regulatory, etc.) requirements of the Bank. Security requirement as per IT / IS policy of the Bank, will be shared with the successful bidder.
- II. Bank will perform Vulnerability Assessment and IS Audit periodically and all the vulnerabilities are to be mitigated/closed by the bidder, without any additional cost to the Bank
- III. Capable of integrating with Active Directory (ADAP) for enabling Single Sign on.
- IV. Capable of keeping Audit Trail as per Bank policy.
- V. DR setup is required

Some Early Warning signals which should alert the bank officials about some wrongdoings in the loan accounts which may turn out to be fraudulent.

- 1. Default in payment to the banks / sundry debtors and other statutory bodies, etc. bouncing of the high value cheques.
- 2. Raid by Income tax / sales tax / central excise duty officials.
- 3. Frequent change in the scope of the project to be undertaken by the borrower.
- 4. Under insured or over insured inventory.
- Invoices devoid of TAN and other details.
- 6. Dispute on title of the collateral securities.
- 7. Costing of the project which is in wide variance with standard cost of installation of the project.
- 8. Funds coming from other banks to liquidate the outstanding loan amount.
- 9. Foreign bills remaining outstanding for a long time & tendency for bills to remain overdue.
- 10. Onerous clause in issue of BG / LC / standby letters of credit.
- 11. In merchanting trade, import leg not revealed to the bank.
- 12. Request received from the borrower to postpone the inspection of the godown for flimsy reasons.
- 13. Delay observed in payment of outstanding dues.
- 14. Financing the unit far away from the branch.
- 15. Claims not acknowledged as debt high.
- 16. Frequent invocation of BGs and devolvement of LCs.
- 17. Funding of the interest by sanctioning additional facilities.
- 18. Same collateral charged to a number of lenders.
- 19. Concealment of certain vital documents like master agreement, insurance coverage.
- 20. Floating front / associate companies by investing borrowed money.
- 21. Reduction in the stake of promoter / director.
- 22. Resignation of the key personnel and frequent changes in the management.
- 23. Substantial increase in unbilled revenue year after year.
- 24. Large number of transactions with inter-connected companies and large outstanding from such companies.
- 25. Significant movements in inventory, disproportionately higher than the growth in turnover.
- 26. Significant movements in receivables, disproportionately higher than the growth in turnover and / or increase in ageing of the receivables.
- 27. Disproportionate increase in other current assets.
- 28. Significant increase in working capital borrowing as percentage of turnover.
- 29. Critical issues highlighted in the stock audit report.

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- 30. Increase in Fixed Assets, without corresponding increase in turnover (when project is implemented).
- 31. Increase in borrowings, despite huge cash and cash equivalents in the borrower's balance specifically.



Ref: CO: CMC, Recovery & Legal:001:2016-17

- 32. Liabilities appearing in ROC search report, not reported by the borrower in its annual report.
- 33. Substantial related party transactions.
- 34. Material discrepancies in the annual report.
- 35. Significant inconsistencies within the annual report (between various sections).
- 36. Poor disclosure of materially adverse information and no qualification by the statutory auditors.
- 37. Frequent change in accounting period and / or accounting policies.
- 38. Frequent request for general purpose loans.
- 39. Movement of an account from one bank to another.
- 40. Frequent ad hoc sanctions.
- 41. No operation in CA/OD, Not routing of sales proceeds through bank.
- 42. LCs issued for local trade / related party transactions.
- 43. High value RTGS payment to unrelated parties.
- 44. Heavy cash withdrawal in loan accounts.
- 45. Non submission of original bills.

10: NPA Management

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Presently, our Bank is having a separate stand-alone NPA Module which takes care of Migration, Provisioning and Compilation of (i) Movement of NPA and (ii) Control Summary, Branch wise / Zone Wise and for the Bank as a whole. It is integrated with our CBS system and the required particulars like Date of sanction, Balance, Security Value, NPA Date, balances in ECGC, Interest Realizable are drawn and further processing is carried out in the Software Package. Processed information is updated again into the CBS system.

The Bank desires to have in place an Integrated NPA Management System which should address all aspects related to NPA Processing as per Bank's Policy and also in adherence to extant Prudential / IRAC Norms and other directions from RBI/GOI from time to time. It should work on real-time basis, by drawing available information from CBS and required additional inputs from Branches / Zones and Processing should be dynamic and on a daily basis. It should be able to Handle and Process any type of advances like TL, CC/OD, Bills and Contingent / Devolved Liabilities. The system should be built in such a way to take care of any future changes that may be brought about in respect of IRAC norms as well as amends proposed by the Bank. The system should be able to handle any special situations / requirements that may arise at any time, requiring modifications.

Proposed Solution should address all aspects of NPA Processing (including Asset Classification, Migration from one Status to other, Calculation of Provision, Technical Write off etc) and Reporting / MIS, conforming to not only the Statutory Requirements for Audit / RBI Inspection Purposes but also for all types of Internal Monitoring requirements. Report Compilation should be "Account Level / Branch Level / Zone Level / Bank Level" and NPA Movement -Worksheet and Control Summary made available respectively for Audit and Monitoring Purposes. These reports should be made available on a Monthly / Quarterly basis.

The system is to be capable of handling any Pre and Post MOC changes and CO/Zones/Branches to be enabled to key-in necessary data/amends including MOC annexure. Reporting should provide for generating Zone Level / Corporate Office Level consolidated MOC annexure. There should be provision for Audit Track/Trail to record and monitor all the changes that are made in the NPA master. Entire Pre & Post MOC Changes should have maker checker controls. The Solution should have capability for bulk uploading / updation of data/records.

System should be able to calculate Migration of NPAs and mandated Provisioning on a daily basis. Besides, it should be able to indicate future migrations.

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The Bank has a separate AUC (Technical Write Off) Policy as per which accounts are to be moved once in every Quarter, for which Cumulative Outstanding of all facilities in a CIF should be reckoned. The Software should be enabled to handle the AUC / Technical Write Off accounts separately and their movement computed every month/quarter. Account level information on Recovery (Principal / Interest), Write Off, Upgradation, Fresh Slippages during the period are to be provided for Audit / Monitoring Purposes.

The system should have proper validations at every stage. All facilities linked to a CIF should be shifted to single asset status (worst category of all) and provision calculated accordingly. Wherever FITL balance is there the software should check for matching Interest Realizable account and should give an alert if there is no matching head of account. If adequate securities are available to cover total outstanding of all facilities linked to a CIF and in case if securities are not incorporated in some/freshly added facilities (like freshly devolved BG/LC), system should alert the Branches / Zones immediately.

The software should generate various reports at any point of time. Broadly, reports will relate to Zone-wise, Product-wise, Asset Status-wise, Sector/Subsector-wise, Range-wise, Industry-wise, Pop-Group wise, Size wise (CIF Based) etc., both as separate reports as well as in varying combinations of the above. And, these reports should be enabled separately for Gross NPA and Technical Write off Accounts and combined as well. Reports should also cover aspects of Fresh NPA, Contingent Funds, Provision, Recovery (Principal and Interest separately), Write Off, Upgradation, MOI etc. In all scenarios, reporting should be made available, both for the "Period of Reporting" as well as "Cumulatively" from the beginning of the year. MIS should provide for Data flow required for XBRL related returns and also other Statutory Reports to be submitted to RBI/GOI periodically. The Software is to enable reverse flow / updating of processed information to CBS.

11. Legal Tracking System for SARFAESI Action, SUIT FILED & DRT and LOK ADALAT Mechanism

Bank intends to put in place an integrated Legal Tracking System by engaging a Service Provider having expertise and competence to address the aspects in the field of Initiation, Follow up and continuous Tracking of Legal steps of Recovery in NPA accounts viz., SARFAESI, Suit filing before Civil Courts / DRT, Settlement of NPA accounts (Pre Litigation /Suit filed accounts) before Lok Adalat etc., to avoid control gaps with a scientific approach.

It should work on <u>real time basis</u>, by drawing <u>available information from CBS</u> and required additional inputs from Branches / Zones and processing should be <u>dynamic</u> and on daily basis. It should be able to handle and Process for all types of advances and should be built in such a way to take care of any future changes that may be brought about by statutory authorities, IRAC norms as well as amendments proposed by the Bank. The system/solution should also be able to handle any special situations / requirements that may arise at any time, requiring modifications.

The system/solution should have <u>proper validations</u> at every stage. If adequate securities are not available to cover total outstanding of all facilities linked to CIF and in case securities are not incorporated in certain facilities or freshly added facilities, system/solution should alert the Branches / Zones / Corporate Office immediately.

The software should generate various reports at any point of time viz., Zone wise , Branch wise , Product wise, Amount wise , Sector wise, Group wise etc., both as separate reports as well as in varying combinations of the above

11.1 SUIT FILED & DRT Mechanism

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Proposed Legal Tracking solution should address all aspects of Suit filing Mechanism/

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from Competent Authority for an NPA account, Entrusting the NPA account to an Advocate (based on the amount of Suit and complexity involved), Issuing Recall & Advocate's Notices, Filing the suit (Money Suit or Mortgage Suit) / Recovery Application following up with the time lines, pursuing with the Advocate and obtaining the pleadings filed by Bank and by Borrowers/ Guarantors/Mortgagors, Obtaining interim Orders , Obtaining Final Orders /Judgment/Decree, Filing Execution Proceedings at Civil Court / Filing Cost Memo for issuing Recovery Certificate / Attaching the properties before Execution Court / Recovery Officer, Valuation of the property, Fixing Reserve Price, Issuing Sale Notice, Conducting Auctions / E-Auctions, Declaring Successful Bidder, Appropriating the Sale Price towards the decretal dues, and to pursue further course of action for recovery of the balance dues, etc.,

The End to End Solution should address the aspects of Suit filing Mechanism, actions like obtaining sanction for suit filing, entrusting the account / case to an Advocate, filing suit in Civil Court / DRT (depending on the amount of suit) follow up with the Advocate, obtaining early Judgment & Decree, filing Execution Proceedings / Recovery Proceedings, bringing properties for sale, appropriation of sale proceeds towards the dues.

11.2 SARFAESI Action

Proposed solution should address all aspects of SARFAESI actions like Nominating Authorized officers for an NPA account, Identifying the NPA account for SARFAESI eligibility, Issuing Demand Notices, following up the time lines, pursuing Possession, Valuation of the property, Fixing Reserve Price, Issuing Sale Notice, Filing of Caveats, Conducting Auctions /E-Auctions, Declaring Successful Bidder, Appropriating the Sale Price, To file suit for the balance dues, etc.,

The End to End Solution should address the aspects of Suit filing Mechanism, actions like obtaining sanction for suit filing, entrusting the account / case to an Advocate, filing suit in Civil Court / DRT (depending on the amount of suit) follow up with the Advocate, obtaining early

Judgment & Decree, filing Execution Proceedings / Recovery Proceedings, bringing properties for sale, appropriation of sale proceeds towards the dues.

As regards Lok Adalat Mechanism the proposed Solution should furnish the aspects on identifying and referring the eligible NPA accounts to the Negotiation table of Lok Adalat, arriving RRA (Acceptable OTS amount) settling the accounts at Lok adalat, obtention of Award with Default Clause resulting in Recovery.

11.3 LOK ADALAT Mechanism

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The significant feature of the Lok Adalat is that the legal experts holding Lok Adalat guide the parties in arriving at a compromise or settlement in friendly and harmonious atmosphere. To avail the benefits of Lok Adalat Mechanism, parties concerned approach the Legal Services Authorities/ Court concerned. No fee is required to be paid by the parties to settle their cases before Lok Adalat. The functionality is to be created wherever details are available in CBS, it would be picked up by the Solution and updated automatically.

The elementary details of A/c No., Name of the Zone / Branch /, Account, Contact details of Zonal Office / Branch, Asset's Status, Balance Outstanding (Book Balance), at the given point of time are all mandatory fields which would be populated in the window from itself. If the details are not available in the CBS, it has to be necessarily fed into the Solution by the branches / Zonal Office.

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Date: 06/02/2017

It should work on real time basis, by drawing available information from CBS and required additional inputs from Branches / Zones and processing should be dynamic and on daily basis. It should be able to handle and Process for all types of advances and should be built in such a way to take care of any future changes that may be brought about it would be a onetime effort by the branches and smooth flow of information should make the monitoring and implementation of SARFAESI much easier task. The system should be able to handle any special situations / requirements that may arise at any time, requiring modifications.

Proposed Legal Tracking solution should address all aspects of Lok Adalat Mechanism/both Pre Litigation / Suit filed accounts like Obtaining sanction from Competent Authority for an NPA account for OTS , Entrusting the NPA account to Recovery Agents (based on the amount and complexity involved), Issuing Notices for Lok Adalat, Obtaining Awards with Default Clause /Follow up for repayment as per Award , Filing Execution Proceedings by invoking default clause for the amount outstanding after deducting the amounts paid as per award / to pursue further course of action for recovery of the balance dues, etc., The End to End Solution should address the aspects of Lok Adalat Mechanism.





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SECTION V

QUALIFICATION CRITERIA

(Bidders should furnish a statement furnishing the compliance details. If a separate sheet is enclosed for details, relevant page number should be mentioned against that item)

The Bid will be rejected and will not be processed further, if the following documents are not provided along with the Technical Bid.

The bidder must satisfy the following eligibility criteria and should submit the required proof.

- a. The Bidder should be a limited company and should be in existence in India for the last 3 years as on 31.12.2016. (Copy of Certificate of Incorporation)
- b. The bidder should be OEM / authorized reseller for the items quoted for (Proof to be submitted). Either OEM or authorized resellers (SI) on behalf of OEM can bid in a tender but not both.
- c. The Bidder should be having Net profit in the following three financial years of the bidder 2013-14, 2014-15, 2015-16 (Copy of audited Balance Sheet for the respective financial years).
- d. The annual turnover should be Rs 3.00 crores or above in each of the following three financial years of the bidder 2013-14, 2014-15, 2015-16 (Copy of audited Balance Sheet for the respective financial years).
- e. The bidder should have satisfactorily implemented proposed solution and its support services in at least one scheduled commercial bank in India. Copy of Purchase orders issued by Commercial Scheduled Bank in India and a commercial bank abroad should be submitted along with Technical Bid.
- f. OEM(s) should provide a letter, on Solution support during the contract period.
- g. OEM(s) should also provide certificate that the solution offered will not go 'End of Sale' in the next one year and 'End of support' for a minimum of 6 years.
- h. The Bidder should not have been blacklisted by any Government Dept/PSU/Banks currently.
- i. Bidder should have capability to provide Technical Support in Chennai
- j. Bidder should produce letter from OEM confirming back to back support and availability

Photocopies of relevant documents / certificates, duly stamped and signed must be submitted as proof in support of the claims made. The Bank reserves the right to verify /evaluate the claims made by the Bidder independently. The decision of the Bank in this regard shall be final, conclusive and binding upon the Bidder. The bidder should submit a copy of the RFP duly signed by the authorized person with seal for having accepted the terms and conditions without any deviations.





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SECTION VI

BID FORM AND OTHER FORMATS

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SECTION - VI

BID FORM

FORM OF BID

(Bidders are required to furnish the Form of Bid)

Date:		

Date: 06/02/2017

To,

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

Sub: Supply, Installation, Migration and Maintenance Of End-To-End Software Solution For CMC (Early Warning Signals & Red Flagging), Recovery (NPA Management) and Legal (Tracking Of NPAs and Court Cases)

Ref: Bid Document No. CO: CMC, Recovery & Legal:001:2016-17dated 06.02.2017.

We undertake, if our bid is accepted, to deliver the goods in accordance with the Project Timeline and Schedule of delivery specified in the Scope of the Project.

If our bid is accepted, we will obtain the Guarantee of a Bank in a sum equivalent to 10% percent 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, Bank Guarantee towards Earnest Money Deposit, 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.

yeundertake to supply, install, migrate and maintain the proposed solution for the Bank.

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CO: CMC, Recovery & Legal

Date: 06/02/2017

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Email

2. BIDDER'S PROFILE

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S.No.	Particulars	To be furnished by the Bidder
1	Name and address of the Bidder	
2	Year of establishment	
3	Constitution of the bidder	
4	Telephone Number	
5	Fax Number	
6	E-mail ID	
7	Name and designation of the personnel authorized to submit bids on behalf of the Bidder and can make commitments to the Bank	
	(Copy of Power of Attorney / resolution authorizing the official for signing the Bid to be submitted)	
8	His/Her telephone number Mobile number e-mail address	
9	Name and designation of the personnel authorized to take decisions on behalf of the Bidder and can make commitments to the Bank	
10	Telephone number Mobile number e-mail address	
11	Name and designation of the personnel authorized to enter into contract on behalf of the Bidder and can make commitments to the Bank	
	(Copy of Power of Attorney / resolution authorizing the official for signing the contract to be submitted)	
12	His/Her telephone number Mobile number e-mail address	

की.का (C.O. आई.वि.चे (MD) CO: CMC, Recovery & Legal Date: 06/02/2017

13	Profile of key personnel involved in the Project (domain specific and others) with their CVs	
	(Information in respect of skill and expertise specifying technical and banking knowledge/solutions should be mentioned) Service/support for similar	
	project assignment by the personnel Track record	
14	Details of proposed solution implemented in Government dept. /scheduled commercial bank/ insurance company certified by IRDAI/ Non – Banking Financial Company by OEM:	
	Name of the Bank/Institution	
	Location of Head Office	
	No. of branches/sites under coverage	
	Specific area of involvement	
	Functionalities implemented	
	Start Date of the Project	
	Date of go live	
	Present Status of the Project	
15	Details of proposed solution implemented in Government dept. /scheduled commercial bank/ insurance company certified by IRDAI/Non – Banking Financial Company by the bidder:	
	Name of the Bank/Institution	
	Location of Head Office	
	No. of branches/sites under coverage	
	Specific area of involvement	
	Functionalities implemented	
INDIA	Start Date of the Project	
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	Date of go live	
	Present Status of the Project	
16	Present proposed solution	
	projects on hand:	` ` ` ` ` ` ` ` ` ` ` ` ` ` ` ` ` ` `
	Name of the Bank/Institution	
	Location of Head Office	
í.	No. of branches/sites under coverage	
	Specific area of involvement	
	Functionalities implemented	
	Start Date of the Project	
	Present Status of the Project	
17	Details of the Team proposed (along with their previous experience in proposed solution implementation/operations) for proposed Solution implementation in Indian Bank	
18	Details of Tender Fee submitted	
19	Details of EMD submitted	
20	Turnover for the year 2013-14 (Rs Crores)	
21	Turnover for the year 2014-15 (Rs Crores)	
22	Turnover for the year 2015-16 (Rs Crores)	

(In case of any proof which is not identifiable, the decision of the Bank would be considered final and binding upon the bidders)



3. SELF DECLARATION - BLACKLISTING

To,

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

Dear Sir,

Sub: Supply, Installation, Migration and Maintenance Of End-To-End Software Solution For CMC (Early Warning Signals & Red Flagging), Recovery (NPA Management) and Legal (Tracking Of NPAs and Court Cases)

Ref: Bid Document No. CO:CMC, Recovery & Legal:001:2016-17dated 06.02.2017.

We hereby certify that, we have not been blacklisted by any Government Dept. / PSU / Banks currently.

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:



4. BID SECURITY FORM

Whereas (Hereinafter called "the Bidder") who intends to submit bid for the supply of (name and/or description of the goods) (Hereinafter called "the Bid").
KNOW ALL PEOPLE by these presents that We
THE CONDITIONS of this obligation are:
1. If the Bidder
(a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
(b) does not accept the correction of errors in accordance with the Instructions to Bidders; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
(a) fails or refuses to execute the Contract Form if required; or
(b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

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

This guarantee will remain in force up to and including forty five (45) days after the period of the bid validity and any demand in respect thereof should reach the Bank not later than

(Signature of the Authorised Official of Bank)

NOTE: 1. The bidder should ensure that the seal and Code No. of the signatory is put by the banker, 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.



COVERING LETTER 5.

Ref. No:

To,

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

Dear Sir/Madam,

Dated this

Ref: Indian Bank Tender CO: CMC, Recovery & Legal :001:2016-17dated 06.02.2017 (Supply, Installation, Migration and Maintenance Of End-To-End Software Solution For CMC (Early Warning Signals & Red Flagging), Recovery (NPA Management) And Legal (Tracking Of NPAs And Court Cases)

Having examined the RFP including all Annexures, the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply and deliver the equipments and services including installations and commissioning in conformity with the said RFP.

We undertake, if our bid is accepted, to deliver the goods and services in accordance with the delivery schedule specified in schedule of requirement.

We confirm and acknowledge having received the following amendments/clarifications to the bid document:

Amendments/Clarifications No.	Dated

We agree to abide by this bid for the period of 180 days from the date of technical bid submission.

We understand that Indian Bank is not bound to accept the offer and that Indian Bank has the right to reject the offer without assigning any reasons whatsoever.

Until the successful bidder is identified, this bid shall remain binding upon us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

Dated this	day of	2016.
(Signature) (In the Cap Duly authorized to sign (Name & Address of Bio	bid for and on behalf o	f
(中) 新 (CO.) (2) (2) (2) (3) (4) (4) (4) (4) (4) (4) (4) (4) (4) (4		

6. ACCEPTANCE LETTER TO BE GIVEN BY BIDDER

To,

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

Dear Sir/Madam,

Sub: Acceptance of the Terms and Conditions and Confirmation of the Offer.

Ref: Indian Bank Tender No. CO: CMC, Recovery & Legal:001:2016-17dated 06.02.2017 (Supply, Installation, Migration and Maintenance Of End-To-End Software Solution For CMC (Early Warning Signals & Red Flagging), Recovery (NPA Management) And Legal (Tracking Of NPAs And Court Cases)

The details submitted in the format above are true and correct to the best of our knowledge and if it is proved otherwise at any stage of execution of the contract, Indian Bank has the right to summarily reject the proposal and disqualify us from the process.

We hereby acknowledge and confirm having accepted; bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of bidders for providing proposed solution.

We also confirm that we have noted the contents of the RFP including various documents forming part of it and have ensured that there is no deviation in submitting our offer in response to the tender. The Bank will have the option to disqualify us in case of any such deviations.

We also confirm that we will abide by the Terms & Conditions mentioned in the Tender Document in full and without any deviation.

Place:	
Date:	Seal & Signature of the Bidder
1	
*************************	*******************************
:	



7. FORMAT FOR LETTER FROM INSTITUTION WHERE THE PROPOSED SOLUTION HAS BEEN IMPLEMENTED(As per the clause 5 of Section V)



8. SELF DECLARATION - SIZING OF HARDWARE

To,

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

Dear Sir,

Sub: Supply, Installation, Migration and Maintenance Of End-To-End Software Solution For CMC (Early Warning Signals & Red Flagging), Recovery (NPA Management) And Legal (Tracking Of NPAs And Court Cases)

Ref: Bid Document No. CO: CMC, Recovery & Legal:001:2016-17dated 06.02.2017.

We hereby certify that, that the sizing of Hardware has been considered as per the requirements and we stand guarantee for the performance issues if any noticed.

Signature of Authorized Official

Name and Designation with Office Seal

Place:			
Date:			
•			



Э, г	CKI	OK	MANCE	SECURITY	FURM

衛.荷 / C.O. आईरीडी /ITD

Bank Guarantee N	0.	Date :
To:		
INDIAN BANK, CHI	ENNAI, INDIA.	
called "the Supplie supply and mainta	er") has undertaken, in pursuance of Contra ain einafter called "the Contract").	act Noto
you with a Bank of compliance with	thas been stipulated by you in the said Con Guarantee by a recognised bank for the su the Supplier's performance obligations included Ince and Repairs of the entire system included	m specified therein as security for n accordance with the Contract
AND WHEREAS W	e have agreed to give the Supplier a Guara	ntee:
Supplier, up to a the Guarantee in demand declaring argument, any sur	hereby affirm that we are Guarantors and retotal of	
This guarantee is v	valid until theday of201.	
3	Signature of Authorised Official with Seal	
	Date	201
	Address:	
NOTE:		
1. Supplier should	ensure that seal and code no of the signa	tory 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.
- 3.Please note that guarantee to be valid for 71 months and claim period is 1 month as per clause 4 of Section III(Performance Security) of condition of contract.

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10. MANUFACTURER'S AUTHORIZATION FORM

術,朝 /C.O. 湖岸沿島/ITD

Note: This authorization letter should be printed on the letterhead of all the Original Equipmen Manufacturers (OEM) and should be signed by a competent person having the power of attorney to bind the manufacturer.
RFP: Reference No. Date:
To,
Asst. General Manager Expenditure Department Indian Bank, Corporate Office, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai - 600 014.
Dear Sirs,
Sub: Supply, Installation, Migration and Maintenance Of End-To-End Software Solution For CMG (Early Warning Signals & Red Flagging), Recovery (NPA Management) And Lega (Tracking Of NPAs And Court Cases)
Ref: Bid Document No. CO: CMC, Recovery & Legal:001:2016-17dated 06.02.2017.
We are established and reputable manufacturers/producers ofhaving factories/ development facilities at
facility) do hereby authorize M/s(Name and address of the bidder) to submit a Bid, and sign the contract with you against the above Bid Invitation.
We hereby extend full warranty for our Solution, Products and services offered by the above firm against this Bid Invitation throughout the contract period. We duly authorize the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.
We further certify that, in case the Authorized Partner is not able to meet its obligations as pe contract during contract period, we, as the OEM, shall perform the said obligations with regard to their items through alternate & acceptable service provider. We also undertake to sign the ESCROW agreement alongwith the successful bidder.
Yours faithfully,
(Signature) Name of Authorized Signatory: Designation: Date: Name and address of the manufacturer:
Company Seal:

11. CONTRACT FORM

THIS AGREEMENT made having its Corporate Office (hereinafter "the Purchaser Registered Office at (City other part:	at 254-260, Avvai Sh	anmugam Salai, Roy	yapettah, Chei	nnai 600 014
	r") of the one part and	I (Na	ame of Supplie	er) having its
WHEREAS the Purchaser is and ancillary services viz., and has accepted a bid by for	the Supplier for the pr	(Brief Descript ovision of those goo	ion of Goods and service	and Services) es in the sum

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 Price Schedule submitted by the Bidder;
 - (b) The Schedule of Requirements;
 - (c) The Technical Specifications;
 - (d) The Conditions of Contract;
 - (e) The Purchaser's Notification of Award.
- 3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

TOTAL VALUE:

DELIVERY SCHEDULE:

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:		



12. PROFORMA OF INSTALLATION CERTIFICATE FOR ISSUE BY THE BANK AFTER COMPLETION OF IMPLEMENTATION EACH PHASE OF PROJECT

Sub: Certificate	of COMPLETION OF	Date: IMPLEMENTATION OF THE PROPOSED SOLUTION.
Ref: Purchase C	rder No.	
successfully cove		e phase as detailed below has/have been implemented the deliverables for the phase (subject to remarks in Para No. I commissioned.
(a) (b) (c) (d) (e) 2. Details of	Description of the Deliverables in the Date of Initiation of Date of commission	dated phase phase phase f Phase ning and proving test t supplied and recoveries to be made on that account:
<u>S.No</u> .	Description	Amount to be recovered
3. The provir per contract term		ne to our entire satisfaction and operators have been trained as
4. The supp project*	lier has fulfilled it	s contractual obligations satisfactorily for phase of the
	_	olfil its contractual obligations with regard to the following:
Name		
Designal	tion with date and s	stamp
*Explanatory not	es for filling up the	certificates:
		the time schedule specified for the phase in the contract in to Technical Specifications.
(b) The Suppl period specified in completion of res	n the contract from	the commissioning of the deliverables in time i.e. within the the date of initiation of phase in respect of the installation and
		ing not been supplied or installation and commissioning of the tof the supplier, the extent of delay should always be



mentioned.

13. NON DISCLOSURE AGREEMENT

This Agreement made at	, on this	day of	,	2016.
· · · · · · · · · · · · · · · · · · ·	_ a company	/ incorporated	under the	Companies Act,
1956 having its registered office at				referred to as "
" which expression unless repugnant to	the context or	meaning ther	eof be deen	ned to include its
successors and assigns) of the ONE PART;		J		

AND

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

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

WHEREAS:

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

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

1. Confidential Information:

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

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

Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show:

- (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party,
- (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it, from the Disclosing Party,
- (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, or
- (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.



3. Use of Confidential Information.

i. 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.

ii. The --- 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 its direct employment who have a need to access and knowledge of the said information, solely for the purpose authorized above. The company shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Company agrees to notify the Bank immediately if it learns of any use or disclosure of the Bank's confidential information in violation of the terms of this agreement.

iii. The --- shall not 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.

4. Non-disclosure:

The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to consultants only if the consultant has executed a Non-disclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. Further, any breach of non-disclosure obligations by such employees or consultants shall be deemed to be a breach of this Agreement by the Receiving Party and the Receiving Party shall be accordingly liable therefore.

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

3. Publications:

Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

4. Term:

This Agreement shall be effective from the date hereof and shall continue till establishment of business relationship between the Parties and execution of definitive agreements thereafter. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party,



the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

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

5. 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 now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

6. Return of Confidential Information:

Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

7. Remedies:

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

8. Entire Agreement, Amendment, Assignment:

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

9. Governing Law and Jurisdiction:

29.1 The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts/tribunals in Chennai. Submitting to arbitration may be considered as an additional remedy and it does not preclude the Parties to seek redressal/other legal recourse.

10, General:

The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided "as is". In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.



11. Indemnity:

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

IN WITNESS WHEREOF, the Parties hereto have executed these presents the day, month and year first hereinabove written.

For and on behalf of

Name of Authorized signatory:		
Designation:		



14. UNDERTAKING OF AUTHENTICITY (to be provided by OEM)

Sub: Supply, Installation, Migration and Maintenance Of End-To-End Software Solution For CMC (Early Warning Signals & Red Flagging), Recovery (NPA Management) And Legal (Tracking Of NPAs And Court Cases)

Ref: Bid Document No. CO: CMC, Recovery & Legal:001:2016-17dated 06.02.2017. This has reference to Goods and Services being quoted to Indian Bank vide our Quotation No. ___ Dated_ We hereby undertake that all the components/parts/assembly/software used in the Servers and other supplies under the above, like Hard disk, Monitors, Memory etc shall be original new components/parts/ assembly /software from respective OEMs of the products and that no refurbished/duplicate/ second hand components/parts/ assembly / software are being used or shall be used. We also undertake that in respect of licensed operating system asked by Indian Bank in the purchase order shall be supplied along with the authorised license certificate (eg. Product Keys on Certification of Authenticity in case of Microsoft Windows Operating System) and also that it shall be sourced from the authorised source (e.g Authorised Microsoft Channel in case of Microsoft Operating System). Should Indian Bank require, we shall produce certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time. In case of default and we are unable to comply with above at the time of delivery or during installation, for the servers and other supplies already billed, we agree to take back servers and other supplies if already supplied and return the money if any paid to us by Indian Bank in this regard and our EMD/BG get forfeited. We (system OEM Name) also take full responsibility of both Parts & Service SLA as per the content even if there is any defect by our Authorised Service Centre/Reseller etc. Authorised Signatory Name: Designation Place Date PS: (The above declaration has to be given by the company secretary duly Signed on the Letter Head of the Company)



15. DECLARATION TO BE SUBMITTED BY THE BIDDER ON CONFIDENTIALITY

Note: The bidder has to submit the following declaration as part of Service level agreement(in their letter head).

RFP: Reference No.

Date:

To,

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

Dear Sirs,

Sub: Supply, Installation, Migration and Maintenance Of End-To-End Software Solution For CMC (Early Warning Signals & Red Flagging), Recovery (NPA Management) And Legal (Tracking Of NPAs And Court Cases)

Ref: Bid Document No. CO: CMC, Recovery & Legal:001:2016-17dated 06.02.2017, tender Ref No.

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

- 2) We (successful bidder) shall maintain confidentiality of customer information and will not disclose any confidential information including customer information even after completion of the contract.
- 3) We (successful bidder) shall obtain prior approval of the bank for use of sub-contractors for outsourced activity etc. Prior approval of the bank shall be obtained for any change proposed in any sub-contractors.
- 4) We (successful bidder) shall isolate and clearly identify the Indian Bank's customers' information, documents, records and assets to protect the confidentiality of the information, while acting as an outsourcing agent for multiple clients.

Yours faithfully,

(Signature)
Name of Authorized Signatory:
Designation:
Date



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Company Seal

16. PART-II (PRICE BREAKUP TO BE SUBMITTED BY THE SUCCESSFUL BIDDER AFTER ONLINE REVERSE AUCTION)

Date:
Asst. General Manager Expenditure Department Indian Bank, Corporate Office, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai - 600 014.
Dear Sirs,
Sub: Supply, Installation, Migration and Maintenance Of End-To-End Software Solution For CMC (Early Warning Signals & Red Flagging), Recovery (NPA Management) And Legal (Tracking Of NPAs And Court Cases)
Ref: Bid Document No. CO: CMC, Recovery & Legal:001:2016-17dated 06.02.2017.
Further to online reverse auction conducted on, we submit hereunder the price breakup details of Servers as per the specifications.
Price Schedule

A. Cost of proposed solution licenses ^^ :-

S. No.	Items	Total Cost in Rupees	Warranty charges for one year(from the date of go live)	ATS charges for the entire contract period	Total
1 i.	Cost of proposed solution Licenses for UAT setup				
2	Any other cost for UAT setup, please specify				
3	Cost of proposed solution Licenses for Primary site				
4	Any other cost for primary setup, please specify				
5	Cost of proposed solution Licenses for Disaster Recovery Site				
6	Any other cost for Disaster Recovery setup, please				



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specify		
Total		

^{^^} Please provide the price breakup for the cost of licenses for various types of users as listed in the tender with detailed licensing policy) for DC and DR site setup.

B. Cost of Implementation, maintenance— proposed Solution (at Primary Site and DR site)

S. No.	Item	Amount (in Rupees)
1	Implementation Charges (installation, configuration, Customization, Training, Interface(s), Testing, Acceptance, Data Migration etc.)	
2	Any other cost, Please specify	
	Total	

C. Cost of Manpower for onsite support for 1 year

S. No.	Item	Amount (in Rupees)*
1	Cost of manpower for Onsite support for 6 months i.e. 6 months from the date of Go Live of the proposed solution.	
	Total	

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

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

I. Man-days and Man-hour cost for Change Request Bill (in case of fresh change request as per the tender terms)

S. No.	Description	Applicable Charges (in Rs.) - Indicative
1	Man-Day	
2	Man-Hour	



PRICE STATEMENT

duties, levies, freight, insurar) for proposed solution for the entire contract period (inclusive of all acce, warranty/AMC/ATS, etc. and exclusive of all applicable taxes.
(in figures) Rupees	e reimbursed on submission of original receipts.) is Rs (in words)
(in figures) respects	(11 775, 33)
We submit that we shall abide tender.	e by the details given above and the conditions given in your above
For	
Office Seal	(Authorized Signatory)
Place:	Name:
Date:	Designation:
	Mobile No:
Business Address:	Telephone No:
• •	



17. FORMAT FOR PRE-BID QUERIES

SI No	RFP Point No/Title	Page No in RFP	Details Provided in RFP	Query / Changes Requested
			·	

. -				
1				



18. CHECKLIST FOR PART - I

SL No	Details of enclosure	Submitted Not submitted	/
1	Documentary proof for bidder having implemented proposed Solution and its support services in at least one scheduled commercial bank in India and in one commercial bank abroad. (Refer Format 7 of Section VI)		
3	Copy of Certificate of Incorporation issued by the Registrar of Companies for the proof of the company having registered in India. (Eligibility Criteria 1 of Section V)		
4	Certificate from a chartered Accountant supported by Audited Financial Statements (and Annual Reports, if applicable) that the bidder is having net profit and Turnover more than Rs. 3 Crores in each of the last 3 financial years. (Eligibility Criteria c & d of Section V)		
5	An undertaking by the bidder that it will provide operational and technical support to the bank at Chennai and Hyderabad along with the list of support centers at these locations.		
6	A self declaration by the bidder/OEM that they have not been blacklisted by any Bank/PSU/GOI Department for non-implementation / non delivery of the order / not providing support currently as on date of submission of bid. (Eligibility Criteria h of Section V) (Format No. 3 of Section VI)		
7	Self declaration by the bidder that the proposed solution provided is compatible with all the guidelines issued by regulatory/government bodies.		
8	Covering Letter (refer format no. 5 of Section VI)		
9	Acceptance Letter to be given by the Bidder (refer format no. 6 of Section VI)		" ,
10	Declaration letter from the OEMs that the sizing of hardware has been considered as per the requirements and they stand guarantee for the performance issues if any noticed (refer format no. 8 of section VI) and would upgrade the hardware at the agreed cost.		
11	Manufacturer's authorization Form (MAF) in the Bank's format. (refer format No. 10 of Section VI)		
12	Self-declaration from bidder for having back to back arrangement with OEMs individually.		
13	Bid Security (refer format no. 4 of Section VI)	· · · · · · · · · · · · · · · · · · ·	
14	Power of Attorney / resolution authorizing the official for signing the Bid.		
15	Demand Draft for Rs. 10,000/- (Rupees Ten Thousand only) towards Bid document Charges	<u> </u>	
16	The copy of RFP duly signed with seal by the authorized person, as a proof for having accepted all the terms and conditions in to without deviation.		
17	Detailed Bill of material for software components with make and model and Characteristics without price information		



18	The detailed configuration of the recommended Development, Test, and Disaster Recovery and Production server environments as per the requirements mentioned.	1		
Check list for Successful bidder				
1	Performance Guarantee (refer format no. 9 of Section VI)			
2	Contract Form (format no. 11 of Section VI)			
3	Non-disclosure agreement in the bank's format (refer format no. 13 of Section VI)	S		
4	Non-disclosure agreement by the employees of the bidder related to the project in Bank's format.			
5	Certificate of Satisfactory background Check of all the employees of the SI and OEM resources associated with the project. This Certificate has to be issued every time there is a change or addition of new members on the project also.			
6	Declaration regarding accessibility to RBI, confidentiality etc.			
7	Bank may choose to take an undertaking from Vendor employees to maintain the confidentiality for the Bank's information /documents etc. Bank may seek details / confirmation on background verification of Vendor's employees worked / working on Bank's project as may have been undertaken / executed by the vendor. Vendor should be agreeable for any such undertaking/verification.			

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

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



