



**Department of Information Technology**

**Supply, Installation , Implementation , Maintenance and Support  
of Integrated Wealth Management Solution**

**Tender Reference no: CO: DIT:PUR: 2023-2024:391**

**Dated : 05.09.2023**

The information provided by the bidders in response to this Request for Proposal (RFP) will become the property of CENTRAL BANK OF INDIA and will not be returned. The Bank reserves the right to amend, cancel, rescind or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding upon them. The Bank also reserves its right to accept or reject any or all responses to this RFP without assigning any reason whatsoever

This document is prepared by CENTRAL BANK OF INDIA for Implementation End to End DigitalJourney of each Insurance.

### Disclaimer

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

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

Tender Reference	
Cost of Tender documents (Non-Refundable)	Rs. 25000/- (Rupees Twenty five thousand only) including taxes
Date of issue of RFP	05.09.2023
Earnest Money Deposit (EMD)	Rs. 50,00,000 /- (Rupees Fifty lacs only)
Mail Ids and last date of written request for queries/clarifications before the pre bid Meeting.	<a href="mailto:cmitdigital@centralbank.co.in">cmitdigital@centralbank.co.in</a> ; <a href="mailto:cmneowealthmgt@centralbank.co.in">cmneowealthmgt@centralbank.co.in</a> latest by 08.09.2023 up to 15:00 hrs Queries can be submitted in ANNEXURE-XXI
Pre-Bid Meeting Details	Pre bid meeting will be held at 12:00 pm on 11.09.2023 Cent Neo Office, Central Bank Of India, 6 <sup>th</sup> Floor, Tower 5, Belapur Station Complex, Belapur, Navi Mumbai-400614

*Supply, Installation, Implementation, Maintenance and Support of Integrated Wealth Management Solution*

*- Tender No. CO: DIT: PUR: 2023-2024:391*

Last Date and Time for receipt of tender bids, online	06.10.2023 at 15:00 hrs
Eligibility Cum Technical Bid Opening Date	3.30 PM on 06.10.2023
Mode of Bid Submission & online Portal's URL	Mode-Online URL: <a href="https://centralbank.abcpurchase.com/EPROC">https://centralbank.abcpurchase.com/EPROC</a>
Response Types	1. Technical Bid + Document Cost + Bid Security 2. Commercial Bid
Commercial Bid	The commercial bids of only those Bids who qualify both Eligibility and Technical Evaluation will be opened. The date of opening of the commercial Bid would be communicated separately to the technically Eligible Bidders.
Address of Communication	Chief Manager, Wealth Management Department-Cent Neo Office, Central Bank Of India, 6th Floor, Tower 5, Belapur Station Complex, Belapur, Navi Mumbai-400614
Email address	<u>Mail address:- <a href="mailto:cmnitdigital@centralbank.co.in">cmnitdigital@centralbank.co.in</a>;</u> <u><a href="mailto:cmneowealthmgt@centralbank.co.in">cmneowealthmgt@centralbank.co.in</a></u>
Contact Telephone	022-27582459

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### List of Abbreviations

Abbreviation	Description	Abbreviation	Description
AES	Advanced Encryption Standard	MIS	Management Information System
AIF	Alternative Investment fund	MSEs	Micro & Small Enterprises
AMC	Annual Maintenance Contract	NAC	Network Access Control
AMC	Asset Management Companies	NACH	National Automated Clearing House
AMFI	Association of Mutual Funds In India	NAV	Net Asset Value
API	Application Programming Interface	NBFC	Non-Banking Financial Corporation
ARN	Application Reference Number	NDA	Non-Disclosure Agreement
ATS	Annual Technical Support	NFO	New fund offer
ATS	Alternative Mutual Fund	NPS	National Pension Scheme
AUM	Asset Under Management	NRI	Non Resident Indian
AV	Anti-Virus	NSDL	National Securities Depository Limited
BC	Business Correspondent	NTB	New to Bank
BIS	Bureau of Indian Standards	OCR	Optical Character Recognition
BOM	Bill of Material	OEM	Original equipment manufacturer
BRD	Business Requirement Document	OTC	One Time Cost
CA	Chartered Accountant	OTP	One Time Password
CAGR	Compounded Annual Growth rate	OWASP	Open Worldwide Application Security Project
CapEx	Capital Expenditure	P&L	Profit & loss
CBI	Central Bank of India	PAN	Permanent Account Number
CBS	Core Banking Solution	PBG	Performance Bank Guarantee
CIC	Credit Information Companies	PCI DSS	Payment Card Industry Data Security Standard
CKYC	Central Know Your Customer	PDF	Portable Document Format
CMS	Complaint Management System	PMS	Portfolio Management System
CRM	Customer Relationship management	PO	Purchase Order
CRS	Common Reporting Standard	PPF	Public Provident Fund
CSP	Cloud Service Provider	PPP-MII	Public Procurement Preference to Make In India
CSS	Cascading Style Sheets	PSE	Public Sector Enterprise
CSV	Comma Separated Values	PSU	Public Sector Unit
DC/DR	Data Centre / Disaster Recovery	RBI	Reserve Bank of India
DIPP	Department of Industrial Policy & Promotion	RBI	Reserve Bank Of India
DIT	Department of Information Technology	RFP	Request for Proposal
DIY	Do It Yourself	RM	Relationship Manager

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DIY	Do-It-Yourself	RO	Regional Office
DLP	Data Loss Prevention	ROI	Rate of Interest
DR	Disaster Recovery	RTA	Registrar & Transfer Agent
DRS	Disaster Recovery Site	SCB	Scheduled Commercial Bank
EBIDTA	Earnings Before Interest, Depreciation, Taxes & Amortization Expenses	SDK	Software Development Kit
ELSS	Equity linked Saving Scheme	SEBI	Securities Exchange Board Of India
EMD	Earnest Money Deposit	SGB	Sovereign Gold Bond
EMI	Equated Monthly Instalment	SIP	Systematic Investment Plan
ESG	Environmental, Social and Governance	SLA	Service Level Agreement
ETB	Existing to bank	SMS	Short Message Service
ETF	Exchange Traded Fund	SOP	Standard Operating Procedure
FAQ	Frequently Asked Questions	SP	Specified Person
FATCA	Foreign Account Tax Compliance Act	SPOC	Single Point of Contact
FI	Financial Institution	SQL	Structured Query Language
FoF	Fund of Funds	STCG	Short Term Capital Gain
Fys	Financial years	STP	Straight Through Process
GOI	Government of India	STP	Systematic transfer plan
GST	Goods and Service Tax	SWP	Systematic withdrawal plan
HTML	Hypertext Mark-up Language	TCO	Total Cost of Ownership
IBA	Indian bank Association's	TDS	Tax Deducted At Source
IE	Internet Explorer	TLS	Transport Layer Security
IEMs	Independent External Monitors	TRAI	Telecom Regulatory Authority of India
IOS	iPhone Operating System	UAT	User Acceptance Testing
IRDAI	Insurance Regulatory & Development Authority of India	UBO	Ultimate beneficial Owner
IWMS	Integrated Wealth Management Solution	UI/UX	User Interface/User Experience
KRA	key responsibility Area	UIDAI	Unique Identification Authority of India
KYC	Know Your Customer	ULIP	Unit Linked Insurance Plan
LLP	Limited Liability Partnership	UPI	Unified Payments Interface
LLP	Limited Liability Partnership	VAPT	Vulnerability Assessment and Penetration Testing
LTCG	Long Term Capital Gain	VPN	Virtual Private Network
MF	Mutual Fund	WAF	Web Application Firewall
MFI	Mutual Fund Intermediaries	XML	Extensible Mark-up Language

## **SECTION I**

### **1. Introduction & Objectives:**

#### **1.1 Profile of Central Bank of India**

Central Bank of India is one of the leading Public Sector Banks in India. The Bank is a listed entity and the Govt. of India holds 93.08 percent in Bank's total share capital. The Bank is having its Central Office at Chandermukhi, Nariman Point, Mumbai – 400021. The Bank has a network of 4493 domestic branches, 90 Regional Offices (RO), 12 Zonal Offices (ZO) spread across India with 3888 ATMs, 10000+ BC points, serving over 81 million customers with 30000 + employees. The total business of the Bank stood at Rs. 5.83 lac crore comprising of Rs. 3.63 lac crore deposits and Rs.2.19 lac crore advances as of 30.06.2023. Further details of Bank, including profile, products and services are available on Bank's website at <https://www.centralbankofindia.co.in>.

#### **1.2 Objectives**

The Bank is looking for a technologically proficient service provider who shall supply, install, implement, Maintain Support services to the Bank on setting up of Integrated Wealth Management solution with Omni-channel experience. It is essential to ensure that the software applications implemented by the Bank are bug free, possess high quality and give desired and accurate results. In this connection, Central Bank of India desires to invite Request for Proposal (RFP) from the prospective Solution Partners for Procurement of End to End Integrated Wealth Management Solution for 5 years as per the terms & conditions, technical requirements and scope of work described elsewhere in this document.

The detail scope of work is mentioned in the RFP. However, Bank reserve the right to modify/ change the scope of work at any phase of this contract.

#### **1.3. Contract Period:**

The contract with the selected vendor will be valid for a period of 5 years, extendable by 2 years on mutually agreed commercials from the date of Go Live of the Project. For Software/licenses there must be 1 year comprehensive warranty and 4 years ATS post warranty. The successful Solution Partner shall be required to enter into a contract with Bank within one month of the award of contract or within such extended period as may be specified by Bank. However, the contract period may be extended further on mutually agreed terms and conditions with approval of competent authority. The Bank will have the right to renegotiate these prices at the end of contract period.

## **2. Invitation Of Tender bids**

This RFP is an invitation for Solution Partner's responses. No contractual obligation on behalf of the Bank whatsoever shall arise from the RFP process unless and until a formal contract is signed & executed by duly authorized officers of the Bank and the successful Solution Partner. However, until a formal contract is prepared and executed, this offer together with Bank's written acceptance & notification of award shall constitute a binding contract with the successful Solution Partner.

Solution Partners are expected to examine all instructions, forms, terms, specifications, and other information in the RFP document. Failure to furnish any information required by the RFP document or to submit a bid not substantially responsive to the RFP document in every respect will be at the Solution Partner's risk and shall result in the rejection of its bid. The procedure and terms & conditions for submission of bid are enumerated in this RFP.

All offers of the Solution Partners shall be unconditional and once accepted whether with or without modifications by the Bank shall be binding between the Bank and such Solution Partner.

The RFP Document can be downloaded from Bank's Website [www.centralbankofindia.co.in](http://www.centralbankofindia.co.in)

## **3. Integrity Pact**

Vendors/Solution Partners/sellers, only those who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of IP is attached as Annexure XI for strict compliance. In case of bids are not accompanied with signed IP by the Solution Partners along with the technical bid, the offers shall be summarily rejected

The following Independent External Monitors (IEMs) have been appointed by the Bank, who will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact.

- i. Mr Jagdip Narayan Singh, E-mail- [jagadipsingh@yahoo.com](mailto:jagadipsingh@yahoo.com)
- ii. Mr. Trivikram Nath Tiwari, E-mail- [trivikramnt@yahoo.co.in](mailto:trivikramnt@yahoo.co.in)

#### **4. Language Of Bid**

The language of the bid response and any communication with the Bank must be in written English only. Supporting documents provided with the RFP response can be in another language so long as it is accompanied by an attested translation in English, in which case, for purpose of evaluation of the bids, the English translation will govern.

#### **5. Instructions of Bid Submission**

##### **5.1. Cost of Bidding**

The Solution Partner should bear entirely and exclusively all costs (whether in terms of time or money) associated with the preparation and submission of its Bid and the Bank will in no case be held responsible or liable for these costs regardless of the conduct or outcome of the bid process including but not limited to cancellation/ abandonment/ annulment of the bidding process.

##### **5.2. Cost of RFP**

The RFP document is available on the Bank's website [www.Centralbankofindia.co.in](http://www.Centralbankofindia.co.in). Vendors can download the RFP and use it for submission. However, the cost of the RFP (non-refundable) should be paid by way of Demand Draft (DD)/ Pay Order (PO) drawn in favour of Central Bank of India payable at Mumbai, while submitting the bid to the Bank. The above Demand Draft/PO should be handed over to the Bank authorities in a separate envelope at the time of submission of Bids. This non-refundable tender fee can also be submitted through the electronic mode to the below mention account. Proof of successful deposit of tender fee has to be submitted along with tender document. The details of the account are as under:-

- Account Number- 1122845035
- Account Name- Business Support Department
- Branch- Nariman Point Mumbai
- IFSC- CBIN0281067

Offers without DD/PO will be rejected. MSEs will be exempted for submission of Tender Fee in line with the Govt Guidelines and policies.

##### **5.3. Bid Security/ Earnest Money Deposit (EMD)**

5.3.1. The Solution Partner should bear entirely and exclusively all costs (whether in terms of time or money) associated with the preparation and submission of its Bid and the Bank will in no case be held responsible or liable for these costs regardless of the conduct or outcome of the bid process including but not limited to cancellation/ abandonment/ annulment of the bidding process. The EMD shall be denominated in Rupees and the Solution Partner shall submit the EMD (Demand Draft/ Banker's

Cheque) in the form of Demand Order/Banker's Cheque in favour of Central Bank of India, payable at Mumbai. The EMD is required to protect the Bank against the risk of Solution Partner's conduct, which would warrant the EMD's forfeitures. Earnest Money Deposit can also be paid through the electronic mode to the below mentioned account. Proof of successful deposit of EMD has to be submitted along with tender document. The details of the account are as under:

- Account Number- 1122845035
- Account Name- Business Support Department
- Branch- Nariman Point Mumbai
- IFSC- CBIN0281067

5.3.2. Exemptions for EMD submission will be granted as applicable in accordance with the Government Guidelines and policies. "Exemption from submission of EMD and RFP cost shall be given to Solution Partners, who are Micro and Small Enterprises (MSE) and they are exempted from giving EMD may give Bid Security declaration in place of EMD. Start-ups (which are not MSEs) are exempted only from Bid security amount. The Solution Partner who are MSE has to submit necessary document issued by competent authority and the Solution Partner who are startups has to be recognized by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD and RFP cost exemption, firms should necessarily enclose a valid copy of registration certificate issued by competent authority which is valid on last date of submission of the RFP documents. MSE/startups firms which are in the process of obtaining the registration certificate from competent authority will not be considered for EMD and RFP cost exemption."

5.3.3. Any Bid not secured, as above, will be rejected by the Bank, as non-responsive.

5.3.4. EMD (Demand Draft/Banker's Cheque) shall be kept in the envelope containing Pre-qualification Bid. Any bid not accompanied with the requisite EMD shall be treated as non-responsive and is liable to be rejected.

5.3.5. The EMD of the unsuccessful Solution Partners will be returned within 2 weeks from the date of bid finalization. Successful Solution Partner's EMD will be returned up on the Solution Partner signing the contract and submitting the required Performance Bank Guarantee equivalent to 10% of contract value (contract for 5 years) for a period of 5 years PLUS 2 months for the contract. Fresh PBG will be required to be submitted in case of an extension.

5.3.6. No interest is payable on the amount of EMD.

5.3.7. EMD may be forfeited in the following events:

- In case of withdrawal of bid during the period of bid validity or if successful Solution Partner fails to sign the contract in accordance with the terms & conditions and other requirements specified in Bid document or any act of Solution Partner not in line with contract obligations.
- If a Solution Partner makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract.
- If EMD is forfeited for any reason, the concerned Solution Partner may be debarred from further participation in future bids floated by the Bank, as per sole discretion of the Bank.

#### **5.4. Performance Bank Guarantee**

The successful Solution Partner shall provide a Performance Bank Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in Annexure-XIII, for 3% of TCO for the entire period of the contract i.e. 5 years, with a claim period of 1 year and such other extended period as the Bank may decide for due performance of the project obligations. The Performance Bank Guarantee should be of that of scheduled commercial Bank, other than Central Bank of India. In the event of non-performance of obligation or failure to meet terms of this tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the successful Solution Partner.

Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the successful Solution Partner should be included in the remaining amount of the contract value.

The Bank reserves the right to recover any dues payable by the selected Solution Partner from any amount outstanding to the credit of the selected Solution Partner, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.

If the Performance bank guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the earnest money deposit taken from the successful Solution Partner, will be forfeited.

The performance Bank Guarantee shall be liable to be invoked on account of:

- Delay in performing the obligations,
- Quality of deliverables being not up to the satisfaction of the Bank,
- Violation of the terms and conditions of the assignment of contract,
- Sharing of information with outside parties, or
- Failure to submit renewed performance Bank Guarantee during the continuation of the Agreement, if so required.

#### **5.5. Formats of Bid**

The Solution Partners should strictly use the formats prescribed by the Bank in the RFP for submitting eligibility, technical and commercial bids. The Bank reserves the right to ascertain information from the Banks and other institutions to which the Solution Partners have rendered their services for execution of similar projects.



## **5.6. Bid Validity Period**

RFP responses must remain valid and open for evaluation according to the terms for a period of six months from the date of closing of RFP. The price quoted in final commercial offer will be valid for at least 6 months from the date of offer.

## **5.7. Amendment of Bidding Documents**

Prior to the last date for bid-submission, Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought from the prospective Solution Partners, modify the RFP contents/ covenants by amendment. Clarification /amendment, if any, will be notified on Bank's website <https://www.centralbankofindia.co.in>. No individual communication would be made in this respect. In order to provide, Solution Partners, reasonable time to take the amendment into account for preparing their bid, the Bank may, at its discretion, extend the last date of submission of bids.

## **5.8. Disqualification**

Any form of canvassing/lobbying/influence/query regarding short listing, status etc. shall be a disqualification. Bank shall reject responses to the RFP without assigning any reasons to respondent.

## **5.9. Authorization to Bid**

- The proposal/ bid being submitted would be binding on the Solution Partner. As such, it is necessary that authorized personnel of the firm or organization sign the bid documents. The designated personnel should be authorized by a senior official of the organization having authority.
- All pages of the bid shall be initialed by the person or persons signing the bid.
- Bid form shall be signed in full & official seal affixed.
- Any inter-lineation, erasure or overwriting shall be valid only if they are initialed by the person or persons signing the Bid.
- All such initials shall be supported by a rubber stamp impression of the Solution Partner's firm.
- The proposal must be accompanied with an authorization letter as per Annexure-XVI duly signed by the designated personnel providing a bid commitment. The letter should also indicate the complete name and designation of the designated personnel.

## **6. RFP and Bid Submission**

- 6.1. The Solution Partner's proposal must effectively communicate their solution and be formatted strictly in the specified formats, in order for the Bank to assess the alternatives. Any response not adhering to the specified formats is liable to be rejected.
- 6.2. The Solution Partners have to submit bid through online except Integrity Pact. All documents as per requirement of RFP must be uploaded on the site <https://centralbank.abcpurchase.com/EPROC>. Integrity Pact (IP) must be submitted



physically in a sealed cover at the following address on or before scheduled date and time.

To

General Manager - IT (Digital),  
Cent Neo, Central Bank of India,  
CBD Belapur,  
Navi Mumbai – 400614

6.3. The Bid should Comprise the following components

6.4. Technical Bid- Part I: “Technical Bid for Supply, installation, implementation, Maintenance and Support of Digitalization of Integrated Wealth Management Solution.”

6.5. The Technical Bid - Part I must be submitted online.

The following Annexures are to be submitted online at the e-procurement site  
<https://centralbank.abcprocure.com/EPROC>.

Annexure I - Conformity Letter

Annexure II - Eligibility Criteria

Annexure III - Project Timeline

Annexure IV - Commercial Bid

Annexure V - Bidder's Information on company letter head

Annexure VI - Letter for Conformity of Product as per RFP

Annexure VII - Indemnity Deed

Annexure VIII - Undertaking of Authenticity for Products Supplied

Annexure IX - Undertaking for acceptance of terms of RFP

Annexure X - MAF on OEM letter head

Annexure XI - Integrity Pact

Annexure XII - Non-Disclosure Agreement

Annexure XIII - Performance Bank Guarantee

Annexure XIV - Pro-forma for Bid Security (EMD)

Annexure XV - Technical specifications

Annexure XVI - Bidders Particulars on Company Letter Head

Annexure XVII - NPA Undertaking

Annexure XVIII - Undertaking Letter – Land Border Sharing

Annexure XIX - Cover Letter

Annexure XX - Comments on T&C

Annexure XXI - Pre- Bid Query Format

Annexure XXII - Eligibility Criteria Compliance

Annexure XXIII - Guidelines on banning of business dealing

Annexure XXIV - List of Hardware and Software Components

Annexure XXV - Undertaking For 5 Year Roadmap

Annexure XXVI - Proposed Team Profile

Annexure XXVII - Format for Local Content

Annexure XXVIII - Undertaking of Information Security

Annexure XXIX - Hardware Requirements

Annexure XXX - Indicative/ Non-exhaustive feature list for Trusteeship functionality

Commercial Bid – Part II: “Commercial Bid for Supply, Installation, implementation, Maintenance and Support of Integrated Wealth Management Solution”.

6.6. Any bid document not conforming to any one of the above terms will be rejected.

6.7. The Technical Bid – Part I should be complete in all respects and contain all information asked for in this document. It should not contain any price information.

6.8. Solution Partners are expected to examine all terms & conditions, instructions contained in this RFP document. Failure to provide all requested information will be at Solution Partner’s own risk and may result in the rejection of the bid.

6.9. The Bid should be signed by the authorized signatory of the Solution Partner. A power of attorney to that effect shall be submitted by the Solution Partners and should be uploaded online on portal along with technical bid.

6.10. Photocopies of relevant documents / certificates as proof in support of various information submitted online in aforesaid annexure and other claims made by the Solution Partner.

6.11. Deviations from RFP Scope and terms & conditions such as assumptions, exclusions, out of scope, etc. if any, is submitted by Solution Partner as part of response through solution document or any other documents, it will not be considered by Bank.

6.12. Annexures must be on the letter head of Solution Partner duly signed with seal of the company. Photocopies of relevant documents / certificates as proof in support of various information submitted in aforesaid annexure and other claims made by the vendor.

6.13. Detailed Architecture of the proposed solution with various features/functions of the system/sub-system including fail-over methodology/strategy at both Primary & DR Site.

6.14. Documents and brochures pertaining to product that will be deployed in the proposed solution including testing plan, road map, workflow and procedures etc.

6.15. The Solution Partner should ensure that all the annexure is submitted as prescribed by the Bank. In case it is not in the prescribed format, it is liable to be rejected.

6.16. The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.

6.17. The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a Solution Partner.

6.18. The Bank reserves the right to disqualify the Solution Partner/(s) if Solution Partner/(s) have not completed any project successfully in Central Bank of India in stipulated time i.e. supply, Installation, Implementation, migration, upgradation, support etc.

6.19. The Bank reserves the right to modify any terms, conditions or specifications of RFP before date of submission of bids. Solution Partner has to submit bid documents as per the changes/ modifications while submitting the bid. Notification of amendments/corrigendum will be made available on the Bank's website ([www.centralbankofindia.co.in](http://www.centralbankofindia.co.in)), Govt. Tender Site and will be binding on all Solution Partners and no separate communication will be issued. Any change in the terms and conditions in the RFP can be made only before the bid due date and after allowing a reasonable time to the Solution Partners to modify and submit their bid accordingly.

## 7. Commercial Bid

The commercial offer must not contradict the Technical offer in any way and should include the cost of all the items offered. The suggested directive for Commercial offer is as follows:

(in Absolute terms)

S. No.	Requirement	One Time Charges (in Rs.)**	Recurring (ATS/AMC) Cost in Rs.					Total (in Rs)**	Solution Partner compliance (Yes/No)
			Year1	Year2	Year3	Year4	Year 5		
1	Enterprise License* Cost for Wealth Management platform with One year warranty period								
2	One time Implementation Cost for Wealth Management Solution								
3	Implementation and Integration Cost with KYC- Provider								
4	Implementation and Integration Cost with Market Data provider								
5	Implementation and Integration Cost with Registrar & Transfer Agent								
6	Robo Advisory								
7	Database (if other than Oracle)								
8	Operating System Other than Windows								
9	Any other item required for WM platform								
10	Other software								
	<b>Total</b>								
11	Customization Charges for 100 person-days every year (which will be consumed for efforts Over and above Scope of RFP.								

	The number of days should be carried forward if unutilised. Cumulative would be 500 person days during the entire period of 5 years)								
12	Per day L2 charges for onsite support for incident resolution / need basis etc.								
13	Any Other Charges								
	Total Cost (Sl no. 1 to 13)								
	<b>TCO in words</b>								

\*Enterprise wide perpetual License would mean - Unlimited Client License for Bank Branches, RM, customer and ADMIN modules in India & International territories, RRBs, Subsidiaries and associates both domestic & international

\*\* This must contain all prices in Indian rupees (INR).

\*\*\* No open source software component will be considered in the solution without Enterprise License and OEM's Support

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

- The commercial quoted above in the Bill of Material should be inclusive of all taxes, levies etc except GST which will be paid as per actuals.

### **Effort estimation for Development, Testing and Implementation of Trusteeship module**

1	Effort estimation (No of Days) required for the development and Testing of this module (a)	Per Day Cost in Rs for the development (b)	Total Cost in Rs (a * b)
2	One time implementation cost in Rs (a)	Total Cost in Rs	

\*Total Cost ( 1+2) = \_\_\_\_\_ plus applicable taxes.

\*- The effort Total cost for this module mentioned above will not be part of the TCO to arrive at the L1.

The effort (number of Days) for Development. Testing and Implementation of the Trusteeship module is on the basis of the broad understanding, however the actual number of Days/effort

will be finalized later with the successful bidder.

## **8. Other Terms & Conditions of RFP**

- Responses to this RFP should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. Failure of the Bank to select a Solution Partner shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- By submitting a proposal, the successful Solution Partner agrees to promptly contract with the Bank for the work awarded to the successful Solution Partner. Failure on the part of the awarded Solution Partner to execute a valid contract with the Bank will relieve the Bank of any obligation to such Solution Partner, and a different Solution Partner may be selected based on the selection process.
- The Solution Partner shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Solution Partner at no additional cost to the Bank. The Solution Partner also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Solution Partner of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the Solution Partner to fulfill all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.
- All terms and conditions, payments schedules, time frame for expected service levels as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the Solution Partner. The Bank shall not be responsible for any judgments made by the Solution Partner with respect to any aspect of the Service. The Solution Partner shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels etc. as mentioned in this tender document.

## **9. Miscellaneous RFP Requirement**

- Any change in the terms and conditions in the RFP can be made only before the bid due date and after allowing a reasonable time to the Solution Partners to modify and submit their bid accordingly. No Commitment to Accept Lowest bid or Any Tender – The Bank

shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any Solution Partner, and / or to listen to any representations unless there is change in the terms and conditions of purchase. The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar credentials of a Solution Partner. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to Solution Partner.

- The Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
- The price payable to the Solution Partner shall be inclusive of carrying out any modifications changes / upgrades to the application and other software that is required to be made in order to comply with any statutory or regulatory requirements or any industry-wide changes arising during the subsistence of the contract/ agreement, and the Bank shall not pay any additional cost for the same. The Solution Partner needs to provide with the details about all such items considered in the RFP

## 10. Evaluation of Proposals

### 10.1 Evaluation Process

All bids shall be evaluated by an Evaluation Committee set up for this purpose by the Bank. The evaluation will be a 3-stage process

Stage	Sub-section	Remarks
Stage A	Eligibility Evaluation	Bidders complying with all criteria of the eligibility evaluation would progress to stage B.
Stage B	Technical Evaluation	Bidders need to score a minimum of 70% across stage B for progression to Stage C
Stage C	Commercial Evaluation	T1L1

The Technical Evaluation and the Commercial Evaluation shall have the weightage of 70%

and 30% respectively, and this weightage shall be taken into consideration for arriving at the Successful Bidder. The assessment methodology is covered in the next section. Eligibility Criteria.

### Stage A: Eligibility criteria

Pre-qualification / eligibility criterion for the bidder to qualify this stage is clearly mentioned in below. The Bidder would need to provide supporting documents as part of the eligibility proof. All dates if not specified to be applicable from the date of the RFP.

Sl. No	Eligibility of the Bidder	Documents to be submitted
1	Bidder should be a Registered company under Indian Companies Act. 1956/2013 or LLP/Partnership firm and should have been in existence for a minimum period of 5 years in India, as on date of submission of RFP.	Copy of the Certificate of Incorporation issued by Registrar of Companies/Registrar of firms and full address of the registered office of the bidder
2	Bidder should be registered under G.S.T. and/or tax registration in state where bidder has a registered office	Proof of registration with GSTIN
3	The bidder should have an annual turnover of at least INR 5 crores per annum in any two of the last three financial years (i.e., 2020-21, 2021-22, 2022-23**) as per the audited balance sheet available at the time of submission of tender, of individual company and not as group of companies.	Copy of audited Balance Sheet and Certificate of the Chartered Accountant for preceding two FYs
4	The bidder should have a positive Operating Profit (as EBITDA i.e. Earnings before Interest, Depreciation, Tax, & Amortization) in two financial years out of the last three years of operations, 2020-21, 2021-22 and 2022-23**. Applicable provisions for Start-ups will be applied	Copy of audited Balance Sheet and Certificate of the Chartered Accountant for preceding three FY
5	The Bidder should have a minimum of experience of 5 years in delivering software Products and Services commercially in the area of Integrated Wealth Management Platform	Submit the undertaking on Company's letter head
6	The Bidder should have implemented Integrated Wealth Management Platform (Mobile and Web) in at least 2 SCBs in India. And The proposed Integrated Wealth Management Platform (Mobile and Web) should have been implemented in at least 2 SCBs in India.	Credential letters along with proof.



7	Bidder/OEM should have a full-scale Development and Support center in India with at least 150 resources across technical roles like Enterprise Architect, Developer (front end/back end), UI/UX Designer, DevOps Engineer, Automation Tester etc.	Submit self-declaration on Company's letter head
9	Bidder/ OEMs should have service support infrastructure at e e/ rt Mumbai	Submit an undertaking on Company's letter head
10	At the time of bidding, the Bidder should not have been blacklisted /debarred/ by any Govt. / IBA/RBI/PSU /PSE/ or Banks, Financial institutes for any reason or non-implementation/ delivery of the order. Self-declaration to that effect should be submitted along with the technical bid.	Submit an undertaking on Company's letter head
11	At the time of bidding, there should not have been any pending litigation or any legal dispute in the last 2 years, before any court of law between the Bidder or OEM and the Bank regarding supply of goods/services.	Submit an undertaking / self-declaration on Company's letter head
12	Bidder/OEM should not have a) NPA with any Bank /financial institutions in India b) Any case pending or otherwise, with any organization across the globe which affects the credibility of the Bidder in the opinion of Central Bank of India to service the needs of the Bank	Submit self-declaration on Company's letter head.
13	If the bidder is from a country which shares a land border with India, the bidder should be registered with the Competent Authority	Certified copy of the registration certificate

\*The bidder should have made Net profits in at least two financial years out of last three financial years and in case of operating loss; bidder should provide security amount of 20% of contract value in the form of Bank Guarantee over and above 10% of regular Bank Guarantee for performance.

\*\* If not available, then Company's Statutory CA certified.

### **Stage B: Technical Evaluation Criteria**

The technical evaluation criterion would broadly involve the following major areas: The weightage for technical scoring will be as follows:



Sl. no	Category	Maximum Marks	Proportion
1	Credentials and experience	50	10%
2	Functional Feature Specification	100	20%
3	Robo-Advisory	50	10%
4	Technical Features	50	10%
5	Bidder Presentation	100	20%
6	Product Demo	150	30%
	<b>Total Marks</b>	<b>500</b>	<b>100%</b>

## 1. Credentials and experience

Bidders credentials in implementation of Integrated Wealth Management Platform across banks in India or abroad.

The platform should be operational for minimum of 1 years as on the date of bid submission. Bidders should have implementation experience for the Integrated Wealth Management platform across the areas of

- Onboarding of customers
- Payments
- Reports
- Help & Grievance

Bidders/OEM should provide certificate from the Bank or copy of Purchase Order / Contract to the effect that the solution is implemented and working satisfactorily.

Detailed list of credentials and experience scoring table is provided in Annexure -XV.

## 2. Functional feature specification

Detailed list of features and functions and the scoring table is provided in Annexure -XV.

Please mark against each of the feature points as per below abbreviation and to be submitted along with the Bid.

Abbreviations	Full Form
A	Available in the product without customization
C	Will be provided with customization
NA	Not Available

Scores for Functional Evaluation will be normalized to a maximum of 100 using the following formula:

$$\text{Bidder Score} = (\text{Marks obtained by Bidder} / \text{Maximum Marks}) * 100$$

### 3. Robo Advisory

Detailed list of Robo Advisory features and the scoring table is provided in Annexure -XV

Please mark against each of the feature points as per below abbreviation and to be submitted along with the Bid.

Abbreviations	Full Form
A	Available in the product without customization
C	Will be provided with customization
NA	Not Available

Scores of Robo-Advisory will be normalized to a maximum of 50 using the following formula:

$$\text{Bidder Score} = (\text{Marks obtained by Bidder} / \text{Maximum Marks}) * 100;$$

### 4. Technical features

Detailed list of technical features and functions and the scoring table is provided in Annexure -XV

Please mark against each of the feature points as per below abbreviation and to be submitted alongwith the Bid.

Abbreviations	Full Form
A	Available in the product
C	Will be provided with customization
NA	Not Available

Scores for Technical Evaluation will be normalized to a maximum of 50 using the following formula:

$$\text{Bidder Score} = (\text{Marks obtained by Bidder} / \text{Maximum Marks}) * 100;$$

## 5. Bidder Presentation

- Presentation will be scored against the following criteria:
  - Understanding of scope and proposed approach
  - Mutual Fund functional features and capabilities
  - Wealth management functional features and capabilities (NPS, SGB, PPF, Govt. Sponsored Schemes).
  - Robo-advisory Functionality and its capabilities.
  - Bidders' capability in terms of technological solution and scope to customise solution, features available out of box.
  - AUM handled by the solution provided post Go-live.
  - No. of customer handled by the solution seamlessly.
  - User experience of journeys, UI/UX of platform
  - Bidders' experience, Partner SCBs/NBFCs, etc
  - Implementation plan to meet the expected milestones and timelines
  - Bidder's team profile and planned dedicated team for our project
  - Case studies on implementation in other banks
  - Bidder's unique value proposition
  - Response to questions

Maximum 100 Marks for the above parameters

## 6. Product Demo

Demo should cover the following scope in addition to key differentiators of the product or anything other feature which the bidder wants to cover within the allocated time:

- Onboarding and KYC journey
- Digital platform: landing page, discovery and transaction of mutual funds, reports, portfolio analysis, and dashboard
- Robo-Advisory journey: algorithm-based portfolio recommendations, personalized goal-based mapping, models for asset allocation
- Admin module: maker checker capability, ability to configure risk categories, mutual funds displayed, etc.
- Branch/RM module: assisted journey, 360 degree view of customers, data-driven nudges for RMs, etc.
- User experience (UI/UX), general navigation, visual clarity and appeal

Maximum 150 Marks for the above parameters

## Stage 3: Commercial Evaluation

1. Only those Bidders who have qualified after Stage 2 of Technical evaluation will be eligible for the further participation in the Procurement process. The total cost of

ownership for the purpose of evaluation shall be calculated over the contract period of 5 years, (total cost of products & services). At the end of 5 years, the contract may be renegotiated as mutually agreed by both parties.

2. The score(s) will be calculated for all technically qualified bidders using the formula  $S =$

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

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

The commercial evaluation would cover

- Compliance to the Masked Commercial Bid as in Annexure IV. The Bidder is expected to provide their “compliance” against each item stated in the Commercial Bid, this means that the Bidder confirms to the provisioning of the stated product or service and the terms of the RFP and subsequent addendums. Deviations to the Compliance requirements may lead to disqualification.
- Bidder’s detailed work plan — Bidder to share Gantt chart in conformity with the stated timelines. The Bidder should also share the key profiles and the number of representatives (across OEMs as well) being deployed across the Implementation Phase
- Presence of Bidder’s Service centers in Mumbai and Hyderabad.

## 10.2 Made In India Preference

- Guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP- MII Order) and revised order issued vide GOI, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion letter No. P-45021/2/2017(BE-II) dated 04.06.2020 will be applicable for this RFP and allotment will be done in terms of said Order as under:
- Among all qualified bids, the bid with highest Score of Solution Partner arrived as above will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- If L1 is not a 'Class-I local supplier', the lowest Solution Partner among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price
- In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with next higher bid within the margin of purchase preference shall be invited to match the L1 Price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase

preference matches the L1 price, the contract may be awarded to the L1 Solution Partner.

- "Class-II local supplier" will not get purchase preference in any procurement.

### **10.3 Restriction on Procurement due to National Security**

Government of India order F. No. 7/86/2020/BOA-I dated 07.08.2020 on restrictions on procurements from Solution Partners from a country or countries, on grounds of defense in India, or matters directly or indirectly, related thereto, including national security is applicable for this RFP.

- i) Any Solution Partner from a country which shares a land border with India will be eligible to bid in this tender only if the Solution Partner is registered with the Competent Authority.
- ii) "Solution Partner" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of Solution Partners stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- iii) "Solution Partner from a country which shares a land border with India" for the purpose of this Order means: -
  - An entity incorporated, established or registered in such a country; or
  - A subsidiary of an entity incorporated, established or registered in such country; or
  - An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - An entity whose beneficial owner is situated in such a country; or An Indian (or other) agent of such an entity; or
  - A natural person who is a citizen of such a country; or
  - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- iv) The beneficial owner for the purpose of (iii) above will be as under: In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

#### Explanation

- "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- In case of a partnership firm, the beneficial owner is the natural person(s). who, whether

- acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals; Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  - In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
  - An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
  - The successful Solution Partner shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

## **SECTION II**

### **11. Scope of Work**

#### **11.1 About the project:**

The bank wishes to set up an Integrated Wealth Management Solution (IWMS) for providing one stop solution for customers to invest and manage Wealth Products: Mutual Funds, NPS with robo-advisory capability, etc. The Solution Partner to provide an out of the box solution for customer, branch and RM module and it should be capable to integrate with bank's Omni-channel platform. It is essential to ensure that the software applications are bug free, possess high quality and give desired and accurate results.

The Bank is seeking an experienced and capable Solution Partner who can fulfill the same. IWMS should not only help in compliance requirements but also in delivery of the services to the Bank's customers in an efficient & professional manner. The bank wants to onboard the Solution Partner to implement, customize and manage the solution for **5 years**.

#### **11.2 Channels**

The Solution Partner to provide a one stop solution through following channels:

- Omni-channel platform of the bank (mobile and internet banking)
- Stand-alone app and web
- Branch Module (Web version)
- RM module (mobile and web version)
- Administration/ Back Office Module (web version)

### 11.3 Products

The Integrated Wealth Management Solution platform shall provide the following products/offerings:

- Mutual Funds
- NPS
- Other investment products

To implement changes/ customizations as per Bank's requirement within the overall scope of the investment product/ solution.

### 11.4 Languages

The solution should be available but not limited to English and Hindi without requiring additional customization.

### 11.5 General Scope

- The Integrated Wealth Management Solution is aimed to offer the Bank's customer, a service to invest and manage Wealth Products like mutual funds with Robo-advisory capability, NPS, SGB, etc.
- The proposed Solution should provide a consistent controlled and seamless channel capable to manage services, user experiences and integration of various core and allied systems.
- The Solution Partner to help the Bank in implementing module having similar user experience (Omni-channel) on all its digital assets like Mobile App & Internet Banking. The solution should offer wide range of features, DIY journeys, easy to use interface and jargon free investment solutions.
- The solution should be able to integrate with the Omni-channel platform of the bank through SDK or API based integration as decided by the Bank team.
- Bank's Application Reference Number (ARN) will solely be used on the platform and vendor shall not use it in any other place. The solution should have the capability to handle ARN Transfers.
- Solution Partner to create a Wealth Management agnostic platform capable of aggregating the Wealth Management products.
- The solution should be available for 24 x 7 x 365 days.
- The solution should include but not be limited to simplified digital onboarding journey to customers having seamless KYC, order placement and transaction management, Robo-advisory, DIY, performance analysis, dash board and reporting, etc.
- The Solution should facilitate cross sell of products like loan against sovereign gold bonds, loan against mutual funds, etc. where savings/investment products are required as collaterals by integrating with bank's digital lending platform, Omni channel platform.
- The Solution Partner shall possess all the necessary licenses stipulated by Regulatory & Statutory authorities from time to time.
- It should also have the capability to implement/modify an existing journey to include any modifications suggested by the regulatory bodies like RBI/SEBI or any change in file formats/structure of RTAs, Exchanges, changes in KYC norms etc. at no cost to the bank.



- Solution Partner should have the capability of scaling its solution/ product to include more financial products in future as per bank's requirement.
- Solution Partner to maintain and make available a separate real-time channel wise integrated dashboard having capability to provide comprehensive investment reports as per bank's requirement.
- The solution should be able to integrate through APIs/ SDKs with relevant aggregators and partners providing services like facilitating MF transaction, Market data, KYC, etc.
- To provide a comprehensive online dashboard to the Bank business team for performance analysis and income generated thereon, on a continuous basis. The dashboard so provided should also be capable of integrating the reports provided by the KYC Registration Agency, RTAs/Transaction Partners and Market Data Research providers.
- The platform should have a facility to communicate changes in structure or fees/charges etc. in any Wealth products on all the mentioned channels / sent to the customer's information by the Bank, as applicable under regulation within stipulated time.
- The Solution Partner to suggest and implement marketing initiatives through SMS, email, digital marketing, in-app notifications, etc. for scaling-up business, any cost incurred for the same is to be borne by the selected Solution Partner.
- The Solution Partner shall provide and implement Business continuity plan for the solution offered. Additionally, at the end of the contract period vendor to provide all bank data and stored documents in suitable format and help in migration, if required.
- They should also share API for all their modules along with design documents, operations manuals, FAQs and specifications of the Products to the Bank.
- The application should comply with all the internal and external data security/data privacy standards as laid down by the Regulators/Bank from time to time.
- The system should be capable of integrating directly with AMC, RTAs and Exchanges for complete trade settlements.
- The Platform should be a future ready and capable to scale up with the new products and services in the Wealth Management Ecosystem.
- The platform should be capable of providing prompt grievance handling services.
- The successful Bidder to set up the rule engine for Robo-Advisory with maker and checker option.

## 11.6 Indicative Functional Features

The successful Solution Partner to provide the following features but not limited to, in the customer facing Integrated Wealth Management Solution to be integrated with the Omni-channel platform and provided as a standalone platform to customers.

Feature	Sub-Feature
On boarding and KYC	Digital on boarding and KYC in line with regulatory guidelines including KRA check.
Customer Details	i. View/update customer details



	ii. View/update KYC
	iii. View risk profile for existing customers
<b>Risk Profiling</b>	Understand customer's risk profile through in-app intuitive, graphical questionnaire/survey:
	<b>Illustrative list of data points that can be collected:</b>
	i. Age
	ii. Income details
	iii. Loan details
	iv. Insurance details
	v. Existing investment - Stocks, MF etc.
	vi. Family/Dependent information
	vii. Spend details
	viii. Others - cash, property, jewellery, chit fund
	Menu driven, simple ability to change questions, logic and target portfolios
	Auto triggering of risk profiler for re-evaluation based on validity period
	Ability to throw out exceptions to Relationship Manager/Controller if the portfolio suggested is not in line with the Risk Profile (real time/report)
<b>Goal Based Investment</b>	<b>Investment calculator for goal types:</b>
	i. Education
	ii. Travel
	iii. Marriage
	iv. Home
	v. Vehicle
	vi. Child Birth
	vii. Business
	viii. Retirement
	ix. Emergency
	x. Custom
	Add/Update/Delete Goal
	<b>Goal calculator:</b>
	i. Current valuation of goal
	ii. Expected inflation
	iii. Tenure
	iv. Mode of investment - Lump sum/SIP

	<b>Goal tracking:</b>
	i. Corpus required
	ii. Current investment
	iii. Fund growth analysis
	iv. Days to completion
	Suggest and invest in Mutual Fund mix with percentage allocation of funds for achieving goal
	Comprehensive historical representation of suggested Mutual Funds for goal
<b>Robo Advisory</b>	Provide personalized financial advisory, investment
	recommendations for wide range of financial
	products- Deposits, mutual funds, insurance,
	govt schemes, etc. based on:
	- Customer's risk profile
<b>Explore Mutual Funds</b>	- Customer's goals
	<b>Explore mutual funds:</b>
	i. Funds according to the risk profile of the customer
	ii. Explore by categories like Equity, debt, hybrid, FoF, gold mutual funds
	iii. Explore by sub-categories:
	Equity: Large cap, mid-cap, small-cap, flexi-cap, etc
	Debt: Overnight, low duration, long duration, etc
	Hybrid: Aggressive Hybrid, conservative hybrid, etc
	iv. Explore by properties of the MF: high growth funds, tax saving funds, NFO
	v. Top performing funds
	vi. Explore funds by mutual fund houses
	vii. Explore funds by sectors and themes like ESG, finance, healthcare, technology etc
	<b>New Fund Offer: Show offer on new funds with type and category of fund</b>
	Option to show ELSS and other tax saving fund along with Expected return within customisable time period
<b>Search Mutual Funds</b>	<b>Option to search for Mutual Funds by name of fund, category, mutual fund house, etc</b>

	Provide search capabilities throughout the app and web with option to search:
	- Categories of investments
	- Individual funds, fund houses
	- Demo videos, articles
	- Others
<b>Sort/Filter Mutual Funds</b>	Option to sort mutual funds by alphabetical order, returns, consistency, expense ratio, etc
	Option to filter mutual funds by risk rating, fund size, fund houses, etc
<b>Fund Overview</b>	<b>Provide individual fund overview but not limited to :</b>
	i. NAV as on today's date
	ii. Returns (option to check for different time frames)
	iii. Minimum investment requirement
	iv. Ratings given by rating agencies
	v. Expense ratio
	vi. AUM
	vii. Lock-in
	viii. Fund age
	ix. Exit load
<b>Buy mutual fund</b>	Show performance of the mutual fund over time using graphs with customisable time period, comparison with market indices performance
	<b>Customer should be able to set the following while buying a mutual fund:</b>
	i. Type: SIP/lumpsum
	ii. Investment amount
	iii. SIP date
<b>Nominee</b>	iv. Number of SIPs/tenure of SIP
	v. Option to modify SIP Date and Amount
<b>Transfer/Withdrawal/redeem</b>	Option to add/modify nominee for the MF investment
	i. Withdraw/Sell MF by units/amount
	ii. Switch MF/STP (Systematic Transfer Plan)
	iii. Redeem MF/ SWP (Systematic Withdrawal Plan)

	iv. Indicating Tax implications (LTCG and STCG) on withdrawal and generate reports
<b>Payment Modes</b>	<b>The customer should be able to pay using:</b>
	i. Debit/credit card
	ii. Net banking
	iii. UPI
	iv. SI/NACH
	v. Others
<b>Asset Allocation Model</b>	Suggest asset allocation based on the risk profile and goals of the customer:
	Recommend overall asset allocation in Stocks, ETFs, MFs, Bonds, Gold, etc.
	Option for customers to directly purchase the recommended products on the wealth management platform, such as Basket of MFs, NPS, PPF, etc.
<b>Holdings of Mutual Funds</b>	<b>Show holdings of the mutual fund:</b>
	i. Asset allocation across equity, debt, others
	ii. Top/all holdings with percentage split
	iii. Top/all sectors with percentage split
<b>Rebalancing</b>	i. Tracking of portfolio & providing alerts/triggers (time triggers, threshold triggers & combination triggers) to the investors for entering or increasing allocation or exiting/stopping SIP/investments based on market conditions and risk appetite of customers.
	ii. Have features like but not limited to suggesting Asset Allocation Plan (Equity and Debt mix) based on financial goals, timelines & risk appetite, Rebalancing Plan, Tax loss harvesting, Cost implications involved in rebalancing like – taxes, brokerage, exit load, etc.
	iii. Appropriate Action based on Customer Consent.
<b>Returns Calculator</b>	<b>Option for the customer to calculate growth of investment in the mutual fund based on the past return</b>
	i. Set type of investment (SIP, lump-sum), amount, time period

	<p>ii. Calculate profit/loss on the investment, CAGR, value today,</p> <p><b>Provide the following calculator tools to the customers:</b></p> <p>i. SIP Calculator (future value of investment, SIP amount needed for reaching goal amount)</p> <p>ii. NPS calculator (maturity value based on investment strategy, investment needed for goal)</p> <p>iii. CAGR calculator (expected returns based on investment and maturity amount)</p> <p>iv. Other calculator tools</p>
<b>Portfolio Analysis</b>	<p><b>Show summary of customer investments:</b></p> <p>i. Total value of investments as of today</p> <p>ii. Change over previous day (in absolute/percentage)</p> <p>iii. Amount invested</p> <p>iv. Overall P&amp;L, unrealised gains, %returns</p> <p>v. Individual holding performance: Amount invested, current gain/loss, return %, etc.</p>
<b>National Pension Scheme (NPS)</b>	<p>i. Customer Details/Profile Management including KYC registration and FATCA /CRS certification</p> <p>ii. Subscriber Type selection ( Individual or Corporate)</p> <p>iii. Scheme Details and Selection along-with Scheme change option</p> <p>iv. Nomination management</p> <p>v. Invest option – Lump-sum and Periodic</p> <p>v. Withdrawal option – Lump-sum and Scheme-wise</p> <p>Other menus like but limited to :- E-PRAN generation, Viewing recent contributions, customised reports, Grievance reporting and handling, etc.</p>
<b>Financial Advisory</b>	<p><b>Financial health check:</b></p> <p>i. Provide a financial health score and CIC score</p> <p>ii. Analysis of the existing portfolio to identify underperforming investments, volatility, credit risk, exposure, portfolio overlap, etc.</p> <p>iii. Section based suggestions and rating e.g. investments, savings, medical coverage</p>

	<b>Personalized insights and advisory based on aggregated data- e.g.</b>
	i. to save on EMI, by back calculating existing loan ROI from Account aggregator data
<b>Refer</b>	<b>Refer the app through:</b>
	- Copy link
	- SMS
	- Whatsapp
	- Social media, etc.
<b>Dashboard</b>	<b>Dashboard on the landing page showing the overall investment portfolio/journey of the customer:</b>
	- Net worth
	- Total investments
	- Breakup of investments by category (MF, NPS, Bonds, etc.)
	- Upcoming investments
	- P&L analysis
	- Return %
	- Past transactions
<b>Tax Saving Advisory</b>	Provide blogs, articles, information on the general guidelines of personal income tax in India and the available regimes and deductions
	Questionnaire to understand the current tax savings investments of the customer
	Suggest additional investments that the customer can undertake to maximize tax savings:
	- Example: NPS investment, ELSS investment, etc.
	<b>Tax saving Dashboard:</b>
	- Current tax savings
	- Possible additional savings
	- Recommendations to improve tax savings
<b>Watch-list</b>	Create (Customizable AMC wise, Fund wise, Market cap-wise, Folio wise, etc.) watch-list of products to track returns, performance, etc.
	Show recently viewed products
<b>Use as collateral</b>	Facilitate use of investment products as collateral

	e.g.: loan against sovereign gold bonds, loan against mutual funds, bonds, etc.
<b>Proofs and Certificates</b>	<b>Option to download/email tax proof filtered by financial year/quarter:</b>
	i. 80C ELSS Statement
	ii. Capital Gain - Mutual Fund
	iii. Tax P&L
	iv. TDS Certificate
	The system should provide output format to be generated in MS Word, MS Excel, Adobe Acrobat PDF, HTML, XML, CSV etc. and any format needed in future.
<b>Reports</b>	<b>All types of Transaction, Portfolio Reports pertaining to customers including but not limited to:</b>
	i. Holding reports
	ii. Historic holdings
	iii. Gain/Loss Reports, Unrealized and Realized Gain / Loss for specific period
	iv. Detailed transaction reports, external transaction reports (held away assets)
	v. Portfolio deep dive
	vi. Asset allocation for portfolio.
	Reports should be available for customizable date ranges since inception.
<b>Transactions</b>	<b>Provide dashboard but not limited to the following details:</b>
	i. Recent transactions
	ii. Successful, failed, in-progress transactions
	<b>View/manage transactions:</b>
	i. View past transactions
	ii. Filter based on type of transaction, investment, timeline, etc.
	iii. Download transaction reports and summary
	iv. Share transaction reports through email, social media, etc.
<b>Help, Grievance and Customer Feedback</b>	<b>Support features- pre &amp; post login-</b>
	i. Contact us information
	ii. FAQs/Queries

	iii. Call back facility
	iv. Watch demos on functionalities
	v. Walk-through of the app features
	<b>Collect customer feedback</b>
	i. Rating of the services at regular intervals, post completing a transaction, etc.
	ii. Feedback survey
	<b>Submit complaints (all types)</b>
	<b>Track/view reported issues</b>
<b>Others</b>	<b>Digital journey for the following investment options:</b>
	i. PMS (Portfolio management System)
	ii. AIF (Alternative Investment Fund)
	iii. NPS (National Pension Scheme)
	iv. SGB (Sovereign Gold Bond)
	v. PPF (Public Provident Fund)
	vi. Other Govt. Social Security Schemes
	vii. Trusteeship services covering Debenture trustee/Security Trustee/Escrow Trustee services/Executor trustee services.**

**\*\*The scope and features for trusteeship will be discussed with the successful bidder in due course of time.**

#### 11.7. Indicative Features of Wealth Management Modules:

Module	Indicative Features
<b>Customer Module</b>	On boarding and KYC
	Risk profiling
	Market Data Feed Aggregator
	Customer Profile Management
	Transaction execution and information
	Grievance registration
<b>RM Module</b>	On boarding and KYC
	Risk profiling
	Market Data Feed Aggregator
	Access of customer profile management
	Customer 360 Degree View
	Transaction execution and management
	Sales management
	MIS Reporting (as required)



	Grievance registration and redressal
<b>Branch Module</b>	On boarding and KYC
	Risk profiling & access of risk profiling tool
	Market Data Feed Aggregator
	Access of customer profile management
	Customer 360 Degree View
	Transaction execution and management
	Sales management
	MIS Reporting (as required)
	Grievance registration and redressal
<b>Admin Module</b>	Commission Reconciliation
	Revenue Management system
	Access of risk profiling tool
	Transaction execution and management
	Sales management
	MIS Reporting
	Driving customer awareness and engagement
	Access of customer profile management
	Grievance redressal
<b>Others</b>	Lead management
	Integrations Required
	Risk and compliance
	Security
	Data Analytics

**National pension Scheme (NPS):** Bidder to implement End to End journey and integrate with NSDL (through APIs) for NPS i.e. customer journey initiation, Subscription, Modification, allocation Transaction journey completion, Logging, Reporting, etc.

**Sovereign Gold Bond (SGB), Public Provident Fund (PPF), Govt. Sponsored Schemes:** Bidder to pull the data from bank's Omni-channel platform to provide a complete 360° view/ dashboard of the customers Investment under Wealth Management Platform.

**Insurance:** Bidder to pull the data from bank's Omni-channel platform to provide a complete 360° view/ dashboard of the customers Investment under Wealth Management Platform.

## **11.8. Backend Solution Capabilities:**

### **11.8.1. Customer on boarding and KYC:**

- The Solution Partner should facilitate integrate with KYC provider, as decided by the bank, to bring end-to-end digital KYC experience for the customer as per the norms laid by the Regulators from time to time.
- The platform should also be equipped with fetching KYC incase customer is a KYC compliant as per SEBI norms from time to time.
- Should be capable of capturing additional important information for regulatory Compliance like but not limited to FATCA/ CRS/ UBO/ Supplementary KYC, etc.
- Functionality of Bulk download/upload of customers for activating the customer on the exchange platform. Alternatively, generation of CPA customer creation files, FATCA files and uploading it in RTA's website.
- It should take care of all auxiliary client on-boarding related requirements including integration with exchange-based MF platforms / CPA, KRA and CKYC updation as relevant for the customer. Ability to also add a non-CBI bank account to the Investment Account and accept funds through payment gateway integration.
- Integrate with External Regulated entities, Financial Institutions, KYC registration Agencies governed by SEBI, AMFI and RBI.

### **11.8.2. Lead Management**

- Developing Lead Management system for managing customer journey and integrating it with CBS package of the Bank.
- The proposed solution should have the capability to receive individual as well as bulk leads from the Bank and customer along-with a structured monitoring mechanism for such leads.
- The lead Management system shall have provision to integrate with SMS, Missed Call, Customer level and lead level visibility to the Bank staff to assist customers in completing sales journey.
- Lead allocation and distribution: Leads creation for Investments, Capture of Referral/ Origination details, Assignment/Re- assignment of Leads to Relationship Managers / Wealth Executives supplemented by MIS Reporting. It should have the functionality of creating prospects by RMs and maintaining the whole life cycle till prospect conversion to Client. It should have the ability to handle both Existing to bank (ETB) and New to Bank (NTB) clients. NTB prospect entries would be undertaken by RM's. The system should be able to track actual performance against plan and throw up dashboards for the analysis (e.g.: stage wise lead conversion funnel, product conversion, RM performance, lead ageing, etc.).
- The solution shall have the feature to store each step of the Do-it-yourself (DIY) journey of the customers on Omni channel platform for tracking complete customer journey for each visit initiated to buy Wealth Management products. These steps include visit to explore page, adding MF/other product to cart, initiating payment, etc.

- Journey drop-off management across channels: Capturing drop offs in online buying journeys and option to generate exhaustive reports for lead building for follow-ups and sales closure. Also having the provision to send SMS and e-mail to the customer at the time of the journey drop-off with link to resume the journey from the drop point to complete the sales/investment.
- Assigning each drop case on the DIY journey with unique lead ID and pushing the lead to the Bank's CBS system.
- Multiple channels of communication with the customers – SMS, E-mail, Whatsapp etc. Option to send bulk SMSs, Email and Whatsapp in single click. All communication done with the customer to be logged for future references and can be accessed centrally at one place.
- Automated workflows for mail notifications to the stakeholders, redistribution of leads, detecting duplicate leads.
- Capture complaints on the customers by integrating with the Complaint Management System (CMS) of the bank.
- Functionality to take feedback from customers based on requirement by the bank. Eg: rating post a transaction, rating of the platform, etc.
- The tool suggests and be able to develop model portfolios for various customer segments and scenarios after taking their risk appetite and investment goals into consideration. Further Relationship Managers should be able to use this tool for scenario analysis, what if analysis, etc. to enrich the knowledge.
- Repository to aggregate market data, primary / secondary research, publish house views internally/externally.
- The tool must be able to take feeds from Core Banking System and CRM systems and feed them to various electronic channels (Apps, Internet Portals).

### **11.8.3. Risk Profiling of Customers**

- The Solution Partner to provide a risk profiler tool that may help to identify the risk appetite of a customer to translate the same to an asset portfolio that matches the risk appetite of the customer.
- Omni channel platform should be able to get Risk profiling done from the customer prior to 1st time transaction execution.
- Customer to be categorized into risk categories defined by the bank based on a pre-defined risk questionnaire and logic decided with the bank. Post responses to the questions, the risk score and portfolio should be displayed. The logic & algorithm for computing the risk score and corresponding asset allocation shall be provided by the Bank. The algorithm should be parameterized and easily modifiable through a secure –menu driven interface as and when needed by the Bank.
- The risk profiler should be configurable with a no code, low code ability to change questions, logic and target asset allocation thereof for various risk profiles.
- Risk profiler should be auto-triggered for re-evaluation based on validity period (both to the client as well as the client owner – (RM/Branch)).
- The risk profiler tools so provided should be able to execute a soft/hard stop on transactions, pending successful risk profiling.

- Ability to configure alerts (pre or post transaction execution) to supervisory chain based on configurable logic (For example: Mismatch between product risk rating and customer risk rating or violation of tolerance thresholds with respect to asset allocation for various risk categories.)
- Ability to throw exceptions report/alerts to Relationship Manager/ supervisory chain if the transaction initiated by the customer is not in line with the Risk Profile (real time/report).
- This tool may be accessed by Bank staff (at Branch level and Admin level) as well as by customers on Omni channel. And each output result should be stored and linked to the respective customer for future retrieval. The output should be a high-quality visual document readily shareable with customers through the mode of email etc.

#### **11.8.4. Transaction Execution And Management**

- Proposed Solution must be capable to do end to end processing of third party products like Mutual funds, NPS, etc.
- Solution should permit Customers/Bank Staff to perform & enter transaction orders, electronically for Mutual Funds as per India regulatory practices.
- The solution should be able to accept orders (trades) and route these to the distribution tool for further routing to product manufacturer through RTAs or exchange (like BSE STAR/NSE/ MFU or any other exchange).The proposed solution can integrate with an Exchange offering a transaction service for Mutual Funds as decided by the bank post onboarding of the successful tech provider.
- Should permit MF transactions (invest/redeem/transfer) from Bank Staff / directly via customers through the Omni-Channel platform and offer a seamless experience from order acceptance to fulfillment and reporting (statements, alerts).
- Should offer user-configurable, rules-based compliance that supports pre/post transaction and ad-hoc tests, alerts and audit trails.
- Proposed Solution must be capable to offer a maker-checker concept for approving transactions in Branch/RM/ Admin module.
- Must be able to receive SIP feed files from the exchange that it is integrated or should be capable enough to generate a SIP file based on transactions.
- Capability for clients to approve their investment orders themselves i.e. through a link sent to clients via SMS by RM.
- Workflow based order processing. Order processing - Generation of CPA, FATCA files and uploading it in RTA's website. Upload of Investment Account opening forms and PAN. Transfer of Funds to AMC.
- The Solution should be capable to handle ARN Transfers i.e. change of broker for existing mutual fund investments made by the customer. Solution is expected to handle these transaction feeds in system with regards to ARN reporting, Business reporting, Revenue reconciliation etc.
- Ability to create forms for undertaking asset transfer to Central Bank of India ARN with respect to 'Held away assets' of the customer
- Accounting configurable from the front end, all types of accounting for Mutual Funds are required like FIFO computations, Gain/loss accounting, tax implications, etc.
- Functionality to define MF Order workflow based on client risk profile and product risk profile matrix. Push Notification and alerts should be executed for different stages of Order Processing based on business requirement and configuration by the admin.

- 2nd Factor Authentication (OTP, Secure OTP mobile app, etc.) for all customers (Both NRI customers & Resident Indians customers). Order approval on OTP by email & SMS both.

#### **11.8.5. Reconciliation and Revenue Management System**

- The Solution should be capable of smooth integration of reconciliation process with RTAs or exchange (like BSE STAR/NSE/ MFU or any other exchange) and should provide dashboard for the same.
- Fully Automated reconciliation capabilities for all order processing of MF transactions on Folio-wise/RTAs/AMC wise etc. The solution shall provide comprehensive commission reconciliation tools with exception handling capabilities.
- Commission entitlement calculation for each transaction & persistency based claw-back.
- The solution shall have capability to capture commission income for all transactions including MF purchase, SIP generation, etc.
- System shall calculate applicable commission income to the Bank in STP cases.
- The solution shall be able to handle exceptions like – Refunds, Cancellation since inception, change of product etc. It must also take claw back into consideration and separate file must be generated for the same.
- Reconciliation should be implemented with other tie-up Partner Systems.
- Generation of the monthly commission statement: The commission statement generated would be utilized to reconcile the actual commission income received from the respective AMCs.
- Automated Extraction of reverse feed from Exchange/ RTA based on entry of registered email ID and integration enabling end to end Straight through processing of Mutual Fund transactions. Daily, Weekly and Monthly reports on success and failure (transactions) and ability to manually reprocess in case of failure.
- Solution Provider should have the ability to compare the RTA data and Bank's Transaction data.
- Scalable to handle bulk transactions as well as high volumes.
- Ability to undertake AUM Reconciliation, Transaction Reconciliation, and Revenue Reconciliation. Reconciliation should be done between transaction feeds in IWMS and feeds provided by RTAs on a periodic basis. Business specific recon should be configurable for the business users from the front end and based on the hierarchy system which has been detailed in the earlier sections of the note.
- Robust Revenue reconciliation mechanism including ability to reconcile against actual revenue received by the AMC for a certain period and ability to identify gaps in revenue and highlight transaction level details which are leading to the gaps enabling the Bank to liaise with AMC's and get appropriate revenue for Business garnered
- Functionality of Straight through processing through RTA partner as decided by the bank. Share detailed flow with file formats and API architecture as well as process of error/exception handling.
- Auto-scheduler based reconciliation processing, Ability to define Rules, tolerance and criteria for Perfect Match, Differential match. Ability to review, highlight and handle exceptions in case of Differential match and No Matches.

- Completely configurable setup for fees (various types of fee heads) & charges rates setup, event setup, criteria setup, attribution/ distribution, calculation and invoicing. For Investment transactions, rate card to be defined in system as per the MF scheme / security. Based on the rate card revenue should be computed in system Date wise, transaction wise, client wise, branch wise etc. Revenue must be attributed to respective Relationship Manager or branch, region, zone based on pre-decided mapping and particular format file to be provided to GST for invoicing.
- Commission and Revenue Calculation & reconciliation engine able to compute revenue earned by the bank on various investment products (Mutual Funds, Portfolio Management Services, Alternate Investment Funds, Structures, Bonds etc. accruing daily/monthly/quarterly etc. Reconciliation between revenue accrued v/s revenue received from providers (which could be commission revenue, AUM based /Transaction-based fee revenue etc.). Ability to identify specific transactions for which revenue has not been received by the bank allowing bank to take the same up with the respective AMC.

#### **11.8.6. Customer 360 Degree Profile Management**

- The Solution should have the facility of 360 Degree view of the customer by linking the wealth management business with CIF of the customer.
- It should provide a single view of all investments of the customer including MFs, bonds, AIFs, etc with the bank and outside the bank by integrating with account aggregators and by entering Held-away Asset of Clients by API based integration or file upload.
- Robust Investment Decision tools extended to customers for eg. Lump sum / SIP Calculator, Portfolio Simulation, Portfolio X-Ray, External Portfolio tracking for held away assets etc.
- The solution should have the capability to integrate with Bank's SGB/PPF , Bancassurance, NPS, Government schemes modules

#### **11.8.7. MIS/ Reporting/ Dashboarding/ Returns**

- The Solution should be capable of smooth integration with RTAs or exchange (like BSE STAR/NSE/ MFU or any other exchange), KYC provider, Market Data Provider to provide holistic dashboard for the same.
- Built-In reports for Business, Compliance and Regulatory Reporting are desired.
- Ability to generate and publish reports: Client holdings reports, Client performance reporting, Client-specific tax reports, etc.
- Provision to send automated reports periodically based on pre-existing rules & configuration
- Compute, display and compare metrics (e.g.: AUM/Bank's Official, customer lead conversion etc.) across time periods
- Creating Organization Master (Hierarchy – RM/Branch/RO/ZO/CO), User Management Module – Login/Password Management, Assigning Rights and Access privileges, creating products Masters, Commission Tables, reports for the customers.
- Collection Report for the users (Date range wise, hierarchy wise, etc.)



- Dashboards with certain inbuilt reports/report generation tools. These reports would inter alia cover extraction of data for various internal, external MIS and regulatory purposes including Transaction Monitoring activities.
- The dashboard has to be multi-level both at front end and back end viz. Corporate Level information; and Branch/Region/Zone/ Corporate level information for the Bank users/ Administrators.
- The Solution Partner should provide an indicative list of reports which come out of the box. A Solution which has in built standard reports as well as a user-friendly report writing tool is desirable.
- Further, it is expected to track and report AUM transfers across responsibility centers including RMs as well as Branches, Regions, Zones.
- The data to be captured include product availed, investments made, ongoing SIPs, stopped/discontinued SIPs, failed SIPs, commission income earned etc. including new and renewal premium.

List of reports to be provided by the vendor (non-exhaustive):

- Offer a live dashboard and periodic MIS for banks to track business. This MIS and dashboard will be offered at a branch-wise detailed level. The live back-end dashboard will offer the following – Total AUM, AUM split, no. of customers, customer profile, investment details at customer level, investment-related operational details, portfolio data, transactional data, time-series analysis for AUM & number of customers.
- Graphical Dashboards at all levels – RM / Branch / RO / ZO / CO
- Dashboards shall be exhaustive with details as under:
  - AMC wise
  - Product wise
  - Branch / RO / ZO – Actual, Market share
  - Premium / Income wise
  - Campaign Dashboards
  - Data analytics
- Commission reconciliation reports
- Exception reports (Report for any type of exceptions in system) additionally, system should have capability for user defined exception logic and its related MIS reporting.
- AUM reports, trend Analysis
- Gross/Net Sale Report, Revenue Reports, Inflow/Outflow Report.
- Client Engagement Report - Client Contact Report, Birthday/Anniversary report, Campaign Tracker report, Opportunity Tracking Report, Prospect Listing and tracking Report, Client Interaction report (Meeting / Call), Prospect Ageing Report.
- **Client facing Reports** - All types of CRM, Transaction, Portfolio Reports pertaining to customers including but not limited to – Holding reports, Historic holdings, Gain/Loss Reports, Unrealized and Realized Gain / Loss for specific period, detailed transaction reports, external transaction reports (held away assets), portfolio deep dive, asset allocation for portfolio, portfolio deep dive etc. Reports should be available basis standard date ranges – Current FY, Last FY and even be available for customizable date ranges including since inception.



- Hierarchy wise Daily Transaction reports & mapping based on RM/Branch/Region/Zone Performance data, for aggregation of business performance vis-a-vis Target allotted across various criteria like AUM, Gross/Net Sales, Revenue, Net New Money, New Clients Onboarding, NTB acquisitions etc.
- Risk & Regulatory reports - Different types of reports based on risk parameters (Example: High Value Transactions, Large Volume Transactions, Risk Profile Mismatch, etc.). Audit Trail reports based on business requirements for actioning of these risk reports.
- As per the Business requirement, parameters may be subject to addition/updation/change. The platform should have the capability to input targets per RM and calculate achievements against the same.
- Management Reports : The system should provide short and concise reports to track staff productivity, overall asset growth and revenue velocity – Asset Under Management (AUM)/RM, Net New Assets (NNA)/RM, bps/AUM, customer pipeline, etc. (allowing sorting/segmentation for RMs, teams, regions)

#### **11.8.8. Risk & Compliances**

A Robust Access management module: Should permit role-based access to Wealth management modules, user / customer authentication, track activity and record audit trails, ensure approvals when changing sensitive data (e.g.: master data).

- Audit trails should be available for any change in sensitive customer information
- Capturing of IPs of users accessing the wealth Management solution and reporting of the same as per Regulatory requirement.
- Solution must comply with updated regulatory guidelines issued by RBI, SEBI, AMFI or any other relevant regulator. Capability in system to implement any change in file formats/structure of RTAs, change in KYC norms etc. and shall also keep abreast of regulatory changes in future.
- Fraud Management module should entail security filters for detection and risk based early warnings. Based on risk triggers defined by the Bank, the platform should be able to check corresponding transactions in system and accordingly generate early warning reports.
- Compliance: Controlling, reconciliations, Audit trails for sales and transactions, reporting and review of transaction logs.
- User compliance: Logging and reporting user certification, training calendars, expired certifications etc.

This tool should permit administration of the banks security practices, policies and controls on the wealth management platform.

#### **11.8.9. Profile Management**

- Customer Profile Management should aim at systematically and consistently acquiring, storing and managing all types of data linked to a customer & should have an ability to store and retrieve all types of data like Customer details, risk profile, portfolios, holdings, hobbies, important dates, any other details, with provision for addition of editable/non-editable fields, control over read access to various types of users, etc. in a simple and secure.

- Should be capable of Family/Account level grouping feature with option to add multiple accounts to one Family/account group and view the consolidated as well as granular detail for the Family/ Account group and each account in it.
- Ability to create multiple Investment Services Account (ISA) based on different holding and nomination pattern.
- Functionality to input and track RM's, Branch Officials (under RM's) mandatory certifications, EUIN details. Alerts to supervisory chain to ensure timely recertification and no non-compliance / business impact owing to this criterion. Ability to block access to undertake transactions in case mandatory trainings / certifications have expired for the RM.
- Each account should have one or more portfolios mapped to it. This module shall permit recording and retrieval of personal information, demographic information and asset information for each customer to ensure suitability of the product and appropriateness.
- Should be able to extract and pull the relevant details to pre-populate details of the client from the relevant databases such as KRAs, RTA, Social Network, UIDAI, NSDL, etc. for existing and new customers.

#### **11.8.10. Driving Customer Awareness & Engagement**

- The solution provider should help the bank in scaling transactions on the platform by providing a detailed plan regarding customer adoption and engagement through nudges/marketing/ communications/ promotional campaigns which would increase customer reach, engagement offer conversion rate & offer frequency.
- The solution provider should have provision to utilize algorithm-based data analytics to segment target customers and improve customer experience & stickiness while providing new cross-sell opportunities and set up a mechanism to understand user behavior in order to maximize transactions and for sending out relevant communication to users.
- The solution provider shall help and provide support to the bank to design creative for notifications, various banners and emails.
- The solution provider should facilitate launch of trigger based on market events to throw up potential actions on specific portfolios, generate recommendations for customers, and trigger communication to customers.

#### **11.8.11. Sales Management**

- Sales management tool will help plan, track and manage day-to-day sales activities relating to Wealth products to users.
- This should feature a workbench for Relationship Managers to communicate efficiently and well with clients over the phone. Hence ideally it should show customer details, customer portfolio /transactions, actions items (recommendations, alerts) and should provide inputs needed for a Relationship Managers (number of calls, conversion ratio, share of wallet) towards meeting stipulated targets.
- Have a "meeting manager" which is a scheduler that facilitates planning meetings, viewing upcoming / overdue meetings, generates input metrics on meeting performance (e.g.: meetings held / meetings planned )
- It must capture customer interaction details (e.g.: products offered, interests, referrals),

offer reminders for meetings, publishes daily dashboards.

- Performance Management: - This should enable the review and improve sales performance via dashboards that showcase key metrics e.g.: achievement against target, revenue generated per Relationship Manager, lead conversion rate) for individual Relationship Managers. The performance may be measured on various parameters as desired by the Bank time to time and the performance reports should be available at the Corporate / administrative level with drill down to the Relationship Manager level as and when required
- **Co-Browsing Among multiple Users:**
  - It facilitates co-browsing between the customer and one / more Bank staff via screen sharing. This enables the customer to view the screen of the Relationship Manager / experts (& vice-versa) as and when required.
  - The customer or RM can be the convening authority for this tool to initiate, authorize and terminate sessions during the co-browsing.
  - The tool may also allow/ disallow screen sharing with select screens.

#### **11.8.12. Market Data Feed Aggregator**

- The Solution provider to integrate with a market data feed aggregator like CRISIL, Value Research or Morning Star, etc. for MF scheme master and NAV update through integration with the aggregator.
- The Solution Provider should be capable of integration to provide detailed information on Mutual Funds Schemes, past performance, performance indicators, asset allocation, etc.
- The Solution Provider to integrate with the aggregator to ensure detailed analysis and charting abilities for the mutual fund schemes, displaying categories of the mutual funds, rating of schemes, performance indicators, fund managers, etc.
- Provide scheme reports, overview, etc. uploaded by the AMC to customer to download.
- The solution to provide automated updation of market value for products other than mutual funds. API integration with product providers for market value updation where available or SFTP setup.

#### **11.8.13. KYC Provider**

- The Solution Provider to integrate with a KYC provider to facilitate seamless customer onboarding as per the guidelines laid by the Regulatory Authorities from time to time.
- Should be able to reflect the status of completion/ rejection of KYC compliance of the customers.

#### **11.8.14. Registrar & Transfer Agents**

- The Solution Provider should be capable of integrating with RTAs or exchange (like BSE STAR/NSE/ MFU or any other exchange) offering a transaction service for Mutual Funds as decided by the bank.
- The Solution Provider should be capable to provide/ consume the reports & files in the formats as required/ provided by the RTAs or exchange on boarded by the bank in the journey of Mutual Fund transactions.

## 12. Integrations

**12.1** Seamless integration (as applicable for the customer segment) with Public Infrastructures both existing and to come up in future, such as, but not limited to:

- PAN
- Aadhar
- eSign

**12.2** Merchant aggregators: Payment Gateway (like Billdesk, Paytm, etc.)

**12.3** Third Party Services but not limited to:

- KYC provider
- Market Data Provider
- Registrar and Transfer Agent

**12.4** Internal Integrations but not limited to :

- Banks core banking solution (CBS)
- Omni Channel Interface
- ATM EFT Switch
- UPI
- Hardware Security Module (HSM)
- SMTP Server
- Proxy Servers (GST, SMS gateway etc.)
- Call center
- Debit Card Management System (DCMS)
- E-KYC / V-KYC
- Banks Middleware Server/ API gateway
- Enterprise Fraud Risk Management System (EFRMS)
- Loan Origination System (LOS) / Lead Management System (LMS)
- Document Management System (DMS)
- Aadhar Data Vault
- Customer Relationship Module (CRM)
- Marketing Module
- Sovereign Gold Bond and Public provident fund module
- Bancassurance module
- NPS module
- Government schemes module

Successful Solution Partner to integrate with any Future upgrade of bank IT systems & solutions

## 13. Personalization Requirements

The successful Solution Partner should follow the design principle guidelines provided by the Bank.

The successful Solution Partner should implement the following features using the proposed solution:

- Capability for user and platform administrators to customize the view of landing page and other screens through selection of widgets, tiles etc., with options to add or remove per preference
- Persona or segment specific themes like different landing page, color schemes, dashboards, service catalog, product nudges etc.
- Various layouts like list, grid, cards etc., fonts, colors schemes, modes (dark/light) etc. to be personalized by user or customized based on Bank's requirements
- Mobile push notifications, web push notifications, in-app notifications, as well as email notifications based on business requirement
- Nudges or appropriate visual cues to navigate, guide, or handhold the user in their journey inside the app.
- Beta version, Community support of any Software should not be quoted by the Bidder.
- Bank can provide Oracle 19 DB as part of ULA arrangement and Windows OS for which Bidder need not quote any commercials. However if the application is built on any Open source software (like Mongo DB etc.) component it should mandatorily be with Enterprise License and Back to back OEM's Support.

#### **14. System Architecture**

The proposed solution will be hosted at Bank's certified Data Centre (DC) and Disaster Recovery Center (DRC)

The proposed solution should be on a micro-services based architecture compatible with Kubernetes based container platforms.

The successful Solution Partner should:

- Implement horizontal scalability at module/service level to handle required transaction volumes and composable architecture
- Guarantee 99.95% availability for the proposed solution
- Implement required integrations including core system integrations, partner, Fintech and ecosystem integrations
- Implement caching across all digital channels appropriately, including static data caching, images, web assets (CSS, HTML, ICO etc.)
- Implement mature in-memory caching capabilities with cache store located nearest to the source of the provider in compliance with data storage requirements
- Implement configurable caching strategy based on type of data sources, consumers, data validity etc.
- Implement capability to push notifications regarding new changes over the air without frequent uploading on app store of various platforms
- Implement highly scalable communication methods such as asynchronous APIs, event streaming and message queues where appropriate (e.g., user event-based triggers, data streaming pipelines, click-streaming analytics, mission-critical applications etc.)

- Implement standard optimization techniques (e.g., caching, parallel processing, support standard optimization techniques, etc.)
- Leverage modern DevSecOps practices for faster and secure deployments of upgrades, patches and release management
- Leverage automated testing and performance testing to improve quality and speed of delivery.
- Beta version, Community support of any Software should not be quoted by the Bidder.
- Bank can provide Oracle 19 DB as part of ULA arrangement and Windows OS for which Bidder need not quote any commercials. However if the application is built on any Open source software (like Mongo DB etc.) component it should mandatorily be with Enterprise License and Back to back OEM's Support.

## 15. Technical Specifications

Sl. No.	Category	Technical Specifications	Available=A Customization =C Not Available = NA	Remarks
1	General	The solution should be agnostic to all Operating systems, Browsers and Devices like Mobiles, Tablets etc.		
2		User access control: Platform meets all authentication and authorization requirements like role-based access model, multi factor authentication, integration with Bank's security systems, other requirements listed in the RFP		
3		Platform is scalable to meet required performance metrics listed in Key Metrics section of the RFP.		
4	Service Level Agreement	Solution Availability: The solution should provide High Availability with a minimum uptime time of 99.95% with response time of <3 seconds supporting expected TPS stipulated by the bank.		

5	Data Authorization	The solution should have strong authorization controls and have controls for prevention against unauthorized data access and distribution.		
6	Data Privacy	The solution partner to ensure strict adherence to data privacy policy and regulations of the Bank.		
7	Data Security	The proposed solution should comply with PA-DSS guidelines/standards and OWASP top 10 with VAPT certified by a registered entity		
8		The solution should, from time to time, comply with new rules of i. RBIii. SEBIiii. IBAiv. MFIV. TRAIvi. Govt. of India vii. NPCI viii. AMFI and other Regulators for Wealth product purchase services at no extra cost to bank.		
9		The proposed solution should implement fraud check and provide relevant alerts.		
10		Standard Secure coding practices/data masking of critical fields must have been followed in application.		
11		The solution partner to implement all the practices and systems required for data security of bank clients.		
12		Encryption of all PII/SPDI Data at rest, motion and in use. Payload encryption should be available in Application.		



13		Encrypts data in transit and at rest through minimum AES256 or TLS 1.3 certificates (generated or provided by the Bank), or other best-in-class security architecture. However, should be backward compatible with lower TLS versions.		
14		The solution partner should ensure that Password policy as per bank's Information Security policies and guidelines.		
15	Architecture	The proposed solution should be on micro services based architecture compatible with Kubernetes based container platforms deployable on Red Hat Openshift.		
16		The solution platform should support Gitlab CI/CD pipeline		
17		Platform's data architecture conforms to Bank's standards and capable of bidirectional integration with bank's existing data warehouse platform.		
18	Integration	The platform should be capable to integrate with log aggregation tools like Appnomics HEAL, ELK etc., and application performance monitoring tools such as Appnomics HEAL, Newrelic, Dynatrace etc.		
19		External Integration : The Platform should provide well defined and well documented Open APIs which can be exposed to 3rd Party Fintechs.		

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20		Internal Integration :Platform has capability to integrate with bank's internal systems like core banking system, CRM, lending platform, ledger etc., via APIs, web services, TCP/IP based integrations		
21		The Solution provider should provide cross platform support and integration via API / Web Services or via SDK with other Apps.		
22		The solution should have technical capabilities to build the desired UI/UX elements on the front end based on the finalized UI/UX design		
23		The platform solution should cater for a separate API layer (API-first architecture) which is de-linked from the UI layer having API first approach with inherent support for authentication modes like OAuth 2.0 etc.		
24		The solution should trigger automated alerts & notifications to customers and relevant Bank users in case of drop off or in case of exceptions.		
25		The solution provides audit, event/click stream data, transaction logging etc. for integration with existing APM, SIEM or other system required by Bank.		
26	Reports	The solution should provide configurable on-demand, real time reports, reconciliation data files, dashboards, etc. as per the needs and specifications of the Bank. The reports should be in excel, CSV, PDF, TXT in CIMS (All customer reports as well as		

		Business MIS's) etc.		
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## 16. Data Analytics

- Facilitate triggers based on market events to throw up potential actions on specific portfolios, generate recommendations for customers, and trigger communication to customers **OR** Implement integration of analytics with its business rules and decision engine to trigger actions in real time/near real time.
- Compute, display and compare metrics (e.g.: AUM/Bank's Official, customer lead conversion etc.) across time periods.
- Ensure the proposed solution provides data collection and analytics capabilities to understand customers' financial needs, feedback of Bank's products, drop off in digital journeys etc.
- Ensure the proposed solution collects data to support analytical models for customer segmentation, collection scorecards, cross sell/upsell offers, next best offer, settlement models etc.
- Integrate the solution with Bank's existing or proposed data warehouse, Data Lake and data analytics solutions to push and consume data.
- Ensure the proposed solution collects and provides any other data (apart from above) at the frequency required by Bank's data and analytics capability team.
- Ensure the proposed solution provides reporting and analytics capabilities including charts, graphs etc.

## 17. Monitoring and Audit

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

**17.2** The successful Solution Partner should implement:

- Monitoring capabilities to track key events and metrics like uptime, outages, logins, sessions, transactions, latency, errors, exceptions etc.
- Event logging and analytics to monitor user journeys, track drop offs, issues etc.
- Solution to trigger alerts and notifications for performance disruptions and outages
- Solution to monitor and record system performance, with an ability to raise automated Tickets , based on the boundary conditions, into the ticketing system
- Integration with Bank's existing and/or other leading APM solutions.
- Audit capabilities to track administration or configuration updates in the Integrated Wealth Management platform
- Audit capabilities for transactions and other activities in Integrated Wealth Management platform
- Strong audit mechanism for admin and build activities.
- Logging mechanism for all audit data.

## **18. In Built DMS**

- The Solution should store all e-mail/electronic communications (external and internal for recommendations, concurrence etc.) electronically as part of customer Onboarding Journey.
- Storage will be provided by the Bank.
- It should store, search and retrieve the customer data.
- The system should provide output format to be generated in MS Word, MS Excel, Adobe, Acrobat PDF, HTML, XML, CSV etc. and any format needed in future.
- Output has to be a printable format with full alignment of text, images & tables.
- The system should handle and generate various documents related to onboarding
- The platform should be able to mask and encrypt documents, & data at rest and in transit
- Provision to upload scanned images of documents at multiple stages, with digital Platform should ensure that document/files are scanned through antivirus before loading it on to the Server.
- Platform should offer the functionality to search the document by text content, Meta data or any other file attributes.

## **19. Infrastructure Requirements**

- 19.1. Wealth management platform will be hosted in Bank's DC in Navi Mumbai , Near DR in Mumbai and DR in Hyderabad
- 19.2. Bank can provide required storage, Windows OS, Oracle 19 database and required network and security components
- 19.3. Beta version, Community support of any Software should not be quoted by the Bidder.
- 19.4. Bank can provide Oracle 19 DB as part of ULA arrangement and Windows OS for which Bidder need not quote any commercials. However if the application is built on any Open source software (like Mongo DB etc.) component it should mandatorily be with Enterprise License and Back to back OEM's Support.
- 19.5. In case bidder quotes open source software for any requirement given in the RFP, then it is mandatory for the bidder to quote rightful subscription and support charges to ensure compliance with the service levels defined in the RFP.
- 19.6. The proposed solution should support multiple processor architectures including but not limited to x86\_64, s390x, Virtual Machines etc.
- 19.7. Bank has Oracle ULA and can provide unlimited number of Oracle DATABASE licenses which Solution Partner can make good use in its proposed solution.
- 19.8. Following products are available with Bank.
  - Database Enterprise Edition Licenses
  - Partitioning Licenses
  - Diagnostic Pack
  - Tuning Pack
  - Real Application Clusters

- Audit Vault Database Firewall
- Data Masking & Sub-setting
- Database Vault
- Advanced Security Option
- WebLogic License

However, Solution Partner has to install, maintain and manage the Database

19.9. Any IT infrastructure component not listed above and required by the Wealth management Platform covered under this RFP including servers, operating system, database, storage, network components, software, license etc. should be procured, setup and maintained by the Solution Partner.

19.10. The successful Solution Partner should:

- Design the solution with high availability, Active-Active setup (at DC and DR) and secure infrastructure in Data Centre, Near DR and Disaster Recovery site as per Industry accepted security standards and best practices
- Ensure all components at disaster recovery center should be a 100% replica of primary data center
- In future, if bank shifts any of the sites mentioned above (DC/DRC) to a new location, the successful Solution Partner shall provide respective services from the new location

19.11. Provide required hardware and software specifications subject to projections along with security components as per statutory guidelines to maintain required SLA

19.11.1. All components should be designed to have High Availability configuration at both DC and DRC

19.11.2. Hardware specifications should include following (as applicable):

- Number of virtual servers
- Processor specifications including number of Virtual Processor Cores in each virtual server.
- Memory requirement for each server.
- Storage Requirement
- Operating System with version details
- Application license should be unlimited for users
- Hardware shall be increased.

19.12. Ensure online data availability for 3 years and archive data after 3 years based on agreement with Bank

19.13. Ensure archived data is available for 5 years from the date of archival and is retrieved when required by the bank

- 19.14. Ensure data purging happens only after approval from the Bank
- 19.15. Ensure data backup/archival solution is modular
- 19.16. Implement flawless switching of all the services under purview of this RFP to Disaster Recovery (DR) sites (including Near-DR) during DR drill as and when decided by Bank or in case of non-availability of primary / DC site
- 19.17. Proactively monitor Digital Lending Platform infrastructure for availability, performance, latency etc. and ensure optimal performance as per SLA
- 19.18. Ensure regular backups are being created as per process agreed with the Bank and conduct periodic testing of backup restoration process
- 19.19. Periodically conduct capacity planning (at least once in six months & ad-hoc basis if there is surge in volume) and advise the Bank on infrastructure upgrade requirements with detailed explanation
- 19.20. Provide detailed bill of material (as detailed in Commercial Bid -Annexure IV) for all components which need to be provided by the Solution Partner, including software components etc. and manpower for each year
- 19.21. Provide separate hardware requirements for each environment (Production Data Center (DC), Production Disaster Recovery (DR), Near DR, Development/Test and UAT)
- 19.22. Cost estimate should be provided in the format mentioned in Bill of Material section - Annexure IV

## **20. Disaster Recovery Management**

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

- Ensure the Wealth management Platform is capable of and compatible for Disaster Recovery Implementation with Recovery
- Ensure Wealth management Platform meets Recovery Point Objective (RPO) - 0 minutes and Recovery Time Objective (RTO) – 90 minutes
- Bank also has made provisions of Near Site for, achieving zero / near zero RPO.
- Solution Partner will have to design solution to achieve Zero RPO in consultation with Bank and implement the same.
- Describe the provisions for disaster recovery and show that the proposed solution facilitates disaster recovery
  - The Solution Partner needs to submit the technical architecture relating to data replication between primary and secondary site
  - The Solution Partner needs to submit proper documentation of DC-DR.
  - Proper Backup policy should be considered in implementation plan
  - Conduct at least one DR drill of the proposed solution in a quarter or as per Bank's requirements
  - The Solution Partner should provide on-site support for the complete DR drill activity including application and database switch-over/switch-back.
  - No remote server access during DR drill shall be given.

## **21. Testing**

The successful Solution Partner should:

- Ensure that all developed, configured, or deployed software are tested
- Ensure Unit Testing, Integration testing, Functional Testing, User Acceptance Testing, Regression Testing, Performance Testing, Load Testing, and Security and Compliance Testing is executed as required for customer facing journeys, backend changes and APIs (using mock/stub APIs)
- Ensure that test cases are documented during build phase meeting the acceptance criteria of use case scenarios
- Ensure comprehensive coverage of both expected and negative scenarios
- Setup test environment appropriately reflecting real-world scenarios with test data generated for all attributes
- Ensure performance testing is conducted for both synthetic as well as on real-world endpoints with performance criteria (stress, endurance, load, peak, scaling time etc.) agreed with the Bank
- Ensure performance and stress test reports meeting the requirements are shared with the Bank
- Assign dedicated on-site resources to support UAT at Bank's specified premises
- Share the UAT plan and pre-requisites two weeks in advance, and work to complete the UAT on time
- The project plan should include all important milestones and approaches to achieve the desired goals. E.g., Dry runs, parallel runs, roll back plans, contingency plans etc.
- Ensure two rounds of comfort test, final UAT and sign-off from Bank's team
- Any deviation in the scheduled UAT plan must be immediately communicated to the bank
- Ensure customization or further build of the platform, if required based on the UAT observations, must be done by the Solution Partner at no additional cost to the Bank
- Report UAT status daily to the Bank's IT head or the person nominated for the rollout at the Bank's end
- Co-ordinate with the Bank's IT team whenever any input is required from the bank regarding UAT

## **22. Customization of the Software**

The proposed solution should support customization

- Any proprietary language should not be used and any Solution Partner dependency for customizations should not exist
- No open source software component will be considered in the solution without Enterprise License and OEM's Support
- In case bidder quotes open source software for any requirement given in the RFP, then it is mandatory for the bidder to quote rightful subscription and support charges to ensure compliance with the service levels defined in the RFP.
- Beta version, Community support of any Software should not be quoted by the Bidder.



- Manual with documentation of customization process, steps to use Integrated Development Environment (IDE), Software Development Kit (SDK) or appropriate modules should be provided by the Solution Partner with FAQs, video etc.
- The successful Solution Partner should support customization requests from the Bank, in case the requirement cannot be supported through available configuration features.
- Maintain consistency of all applications – Customer portal, Branch Interface, RM, ADMIN portal- on all bank instances – UAT/DC/DR
- Ensure a round of VAPT testing before production implementation for every new enhancement to ensure application is free from any vulnerability.
- Beta version, Community support of any Software should not be quoted by the Bidder.
- Bank can provide Oracle 19 DB as part of ULA arrangement and Windows OS for which Bidder need not quote any commercials. However if the application is built on any Open source software (like Mongo DB etc.) component it should mandatorily be with Enterprise License and Back to back OEM's Support.

### 23. Implementation Practices

The successful Solution Partner should:

- Prepare a project plan and a resource deployment plan for implementing Integrated Wealth Management Solution in the Bank
- Provide periodic updates on progress, risks, issues, and mitigation throughout the implementation phase
- Use Agile methodology and DevSecOps for the implementation to ensure evolving requirements are incorporated in a live platform
- The proposed solution should be on a micro-services based architecture compatible with Kubernetes based container platforms
- Ensure continued compatibility with newer versions of leading mobile operating systems including iOS, Android etc. and form factors of popular devices as and when they are released
- Ensure continued compatibility with newer versions of leading browsers including Chrome, Safari, Firefox, IE, Edge etc. as and when they are released
- Push notification should be sent to users to notify about downtime (in advance and during the outage window), with estimated end time, contact details of support team or any other details required by the Bank.

### 24. Key Metrics

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

Metric	Requirement
RPO	0 minute
RTO	90 minutes
Uptime for Integrated Wealth management Platform	99.95%

- Solution Partner to provide Application Performance Monitoring Tool details as part of the scope. Bank may at its discretion choose to integrate with alternate application performance monitoring tool available with bank.
- Integration of the collections monitoring platform with the chosen APM tool to measure above metrics is in scope.
- The proposed solution should support the following capacity requirements of the Bank:

Metric	Requirement
Daily Active Users (Unique users)	30,000 – 42,000
Average Logins per Day (Not unique users)	5000
Average Monthly Transactions (Financial and non-financial)	75-80 Lakhs

- The successful Solution Partner should demonstrate that the proposed solution meets the required key metrics
- The successful Solution Partner should support the following transaction per second requirements of the Bank for mobile app and internet banking channel

Metric	Requirement
TPS in year 1	50 TPS
YoY growth in TPS	25%

- The proposed solution should support the following experience requirements of the Bank

Metric	Requirement
Web page load time	<2s
API Response Time	<300ms

- The proposed solution should support the following ticket management requirements of the Bank

Severity	Response Time	Resolution Time	RCA Time
Severity 1	30 minutes	4 hours	<24 hours
Severity 2	60 minutes	8 hours	<48 hours
Severity 3	4 hours	48 hours	<72 hours
Severity 4	24 hours	4 days	1 week

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

## **25. Documentation**

The successful Solution Partner is responsible to:

- Provide bug fix reports, root cause analysis reports, workaround implementation reports etc. as required for maintenance and support actions
- Provide documentation of Business Continuity Planning process, design aspects and operational workflow
- Provide the MIS reports like payment reconciliation reports, trend reports, sales reports etc. as per format and frequency requirements of the Bank
- Provide system administrator handbook including system security, user/system access management, application monitoring, audit trail monitoring, database administration including backup, restoration and archival, patch deployment, content management, and other maintenance and operational activities
- Documentation of Disaster Recovery (DR) drills including process followed report of outcomes, observations, action items etc. Demonstrate and provide required documentation for Business Continuity of services in every DR failure scenario
- Provide FAQ documentation and demo videos of features for better understanding of the Integrated Wealth Management Platform
- All documentation should have diagrams, screenshots, flowcharts, and simple language for easy understanding of the Integrated Wealth Management Platform
- Any modifications in the above-mentioned documentation during upgrades, patching, customizations etc. should be supplied by the Solution Partner to the Bank, free of cost in timely manner
- All documentation should be uploaded to Bank's centralized document repository, and accessible to all Bank stakeholders and team members at all times.

## **26. Training**

The Solution Partner will be responsible for training the Bank's employees as per the following criteria:

- Training to the User Vertical/Department/IT staff in the areas of implementation, Integration, migration, operations, management, error handling, system administration, etc. The maximum number of such trainees would be limited to 30 for 10 days in-person at location: Mumbai.
- The selected Solution Partner should provide virtual training to the selected staff of Zonal Offices, Regional Offices and Branches on the usage of the platform, security measures, customer handling, grievance support, etc. of 4 sessions (1-2 days each).
- The Selected Solution Partner is expected to deliver to the Bank one physical copy and one electronic copy of documentation for each of the deliverables and online context sensitive help module included in the software to enable the Bank's personnel to use and understand the operations of the deliverables.
- The Bank may make additional copies of the Bank specific documentation for their internal use.

- Solution Partner shall also prepare and supply Frequently Asked Questions (FAQs) and Demo Video Files for usage by customers and Bank staff for creating awareness on the platform usage.

## **27. Workflow and Document Management System**

The vendor shall bring its own Document Management system (DMS) and later integrate with bank central DMS. However, the Bank will provide the hardware storage for documents. DMS shall provide the following functionalities:

- Logging, routing and tracking customer request documents electronically
- Ability to store and retrieve documents
- Referral tracking
- Integration with scheduling
- Document workflow, storage and retrieval

The DMS should be able to Track, Scan, Upload and store Documents

Data purging must be in line with Bank policies/guidelines issued to partner on time to time basis.

## **28. Intellectual Property**

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the procurement of this RFP or any part/ component thereof in India, the Vendor shall act expeditiously to extinguish such claim. If the Vendor fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Vendor of such claim, if it is made, without delay.

## **29. Enterprise Licensing**

- 29.1 The Integrated Wealth Management platform should follow enterprise-grade perpetual licenses with support included for all modules offered without any constraint like number of users, transactions, APIs, screens, delivery channels, devices, branches etc.
- 29.2 License for the Integrated Wealth Management platform should cover all installations like primary site, DR, other environments like Development, UAT, Sandbox etc. based on Bank's requirements without limitations on number of users, transactions, servers, usage, integrations etc.
- 29.3 All software envisaged is required to be on-premises software licensed to Bank.
- 29.4 Solution Partner should provide licensing policy to the Bank covering the platform, solution, software, or any other component supplied as part of this RFP.

- 29.5 Solution Partner should ensure the software supplied must be the latest version of the software supplied by the OEM. Beta versions, Community Support of any software shall not be accepted.
- 29.6 Solution Partner should consider the disaster recovery environment while proposing the software licenses.
- 29.7 Beta version, Community support of any Software should not be quoted by the Bidder.
- 29.8 Solution Partner should Offer technical and functional support of the service for contract tenure post implementation of solution.
- 29.9 Solution Partner should provide complete functional and technical solution for any new platform, model, and OS upgrade within 30 days of launch in India without any extra cost.
- 29.10 Solution Partner should Ensure Integrated Wealth Management platform along with final customization should be VAPT certified at no extra cost to Bank. The VAPT shall be conducted by the Bank at every Phase of implementation and Bidder shall comply/ fix observations reported as per VAPT report.
- 29.11 Solution Partner should Ensure support contract for the solution should include all regulatory (RBI, NABARD, NPCI, IBA, IDBFT, CIBIL etc.) global or country wide or state-wide updates, cyber security framework updates etc. free of cost during the tenure of contract.
- 29.12 Solution Partner should ensure support contract for the solution should include program updates, patches, fixes, and critical security alerts as required.
- 29.13 Solution Partner should ensure no open source software component will be considered in the solution without Enterprise License and OEM's Support.
- 29.14 In case Solution Partner quotes open source software for any requirement given in the RFP, then it is mandatory for the bidder to quote rightful subscription and support charges to ensure compliance with the service levels defined in the RFP.

### **30. Warranty and ATS**

- 30.1 The BIDDER shall provide one-year comprehensive on-call warranty and Four years ATS (Total Five Years) for the Integrated Wealth Management Platform and other associated solutions in scope of the RFP, software and associated modules and services. The warranty shall start from date of Go-Live of Phase II.
- 30.2 The Product including Application and licenses shall have a roadmap for 5 years from the date of Go-Live of Phase II. The BIDDER shall provide assurance that Integrated Wealth Management Platform and other associated solutions in scope of the RFP work as per the functional, technical, and operational specifications set out in the RFP.

- 30.3 The BIDDER shall provide assurance that as and when any problem arises, the same would be rectified immediately by the BIDDER without any additional cost to the Bank.
- 30.4 The warranty and AMC of the software shall include all version upgrade, patches/fixes, upgrades, compliance of mandates (legal guidelines of GOI as per Gazette of India, regulatory authorities, RBI, NPCI, etc.) and maintenance support, troubleshooting, performance fine tuning, problem resolution for the OS, database, middleware, and the application software for total solution provided by the BIDDER.
- 30.5 The AMC for the period beyond 5 years i.e. 6-7th year will be at the discretion of the Bank to continue the same and at mutually agreed rates between the successful bidder and Bank.
- 30.6 Warranty and AMC support shall be mission critical 24X7X52 weeks with site engineers for software. Proactive and preventive measures form a part of the AMC.
- 30.7 The Bank reserves the right to terminate the AMC/ATS after giving three months' notice.
- 30.8 Warranty and AMC shall cover, inter alia, free provision of such spares, parts, kits, software upgrades as and when necessary to ensure that the Equipment's function in a trouble-free manner.
- 30.9 If any software goes out of support/ End of life/ sunset during the warranty/ AMC period, the same would be replaced by the next version of software/hardware without any cost to the Bank. Also, hardware/software replacements shall be done in a planned manner to ensure that no downtime is required on this account.
- 30.10 The BIDDER warrants that the services provided under the contract shall be as per the Service Level Requirement specified in this RFP. The Bank shall notify the BIDDER in writing of any claims arising under this warranty. Upon receipt of such notice, the BIDDER shall with all reasonable speed, repair/replace/reconfigure/re-provision the defective equipment or service, without prejudice to any other rights, which the Bank may have against the BIDDER under the contract.
- 30.11 If the BIDDER, having been notified, fails to remedy the defect(s) within a reasonable period as per the terms and conditions of this RFP, the Bank may proceed to take such remedial action as may be necessary at the BIDDERS's risk and expense and without prejudice to any other rights, which the Bank may have against the BIDDER under the contract.
- 30.12 The BIDDER guarantees that all the software supplied by the BIDDER is licensed and legally obtained.
- 30.13 The same maintenance standards specified for warranty period is applicable during the AMC period as well.
- 30.14 The AMC charges provided by the BIDDER in the Commercial bid cover the cost of operating system software, database, application software etc. The AMC of the software includes all patches, future Version and other upgrades, compliance of mandates (of Regulatory Authorities, RBI, NPCI etc.) and other relevant standards,



and maintenance support for the OS, database, and the applications. The payment would be made quarterly in arrears. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the bidder, in case of delays or defaults on the part of the bidder. Such withholding of payment shall not amount to a default on the part of the Bank

### **31. Facility Management Service**

The Solution Partner should:

- Designate one of its personnel as the Project Manager in the same field stationed at Mumbai / Navi Mumbai, to interact with the Designated Customer Support Contact from the Bank for the purposes of getting approvals, progress report, discussing and resolving issues, arranging meetings, successful implementation of this project etc.
- Ensure that throughout the contract period Technical onsite support is provided in case of incident reported.
- Visit at the Bank's office locations in Mumbai area to provide onsite technical maintenance support for breakdown/ issue/ bug identification or as and when needed by the Bank for the solution.
- Ensure that the deployed resources for Implementation as well as Maintenance Onsite support (Call basis) have in-depth knowledge of the solution provided. Bank reserves the right to interview the resources including Project Director intended to be deployed and if not found suitable may reject them.
- Deploy support team which is adequately staffed with appropriate skills to maintain and support IT Infrastructure and Integrated Wealth Management Platform. Also build/test/deploy bug fixes and change requests.
- Bidder to provision for 12 days onsite visit (monthly once) by L2 engineer. The payment for these 12 visits will be made during quarterly AMC payment, basis the per day rate quoted. However, if the L2 resource is required over and above 12 days then payment will be made on quarterly arrear on actual visit\*per Man day rate quoted.

Bidder should have a service and support infrastructure at Mumbai. The Bank shall give Bidder and its personnel only physical access to the Support Location, and the designated hardware & Equipment to enable Bidder to provide the Maintenance & Support Services.

Any mode of remote access will not be allowed from any Network outside Bank's Network

### **32. Project Timelines**

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



*Supply, Installation, Implementation, Maintenance and Support of Integrated Wealth Management Solution*

- Tender No. CO: DIT: PUR: 2023-2024:391

S.No.	Launch Wave	Activity	Time Period Completion	Time period from Project PO	Deliverables
1	Set Up	Integrated Wealth Management Platform Installation with all relevant software at DC, DR , UAT	4 weeks from PO	4 weeks	Delivery and installation of all the related software items offered including (Application, Database, OS etc.) licenses along with object files, source code etc. Installation of all the software items with latest version and patches.
2	Phase 1	Build completion for Phase 1	8 weeks	12 weeks	Acceptance test involving successful operation of Omni Channel version (Mobile and Internet) including Back-office and ADMIN with all the Phase 1 journeys shall be demonstrated by the bidder for at least 2 days at Bank's Site on bank provided hardware
3	Phase 2	Build completion for Phase 2	4 weeks	16 weeks	Acceptance test involving successful operation of Omni Channel version (Mobile and Internet) including Back-office and ADMIN with all the Phase 2 journeys shall be demonstrated by the bidder for at least 2 days at Bank's Site on bank provided hardware
4	Phase 3	Build completion for Phase 3	2 weeks	18 weeks	VAPT, customization, bug/error fixes
5	Final	Project Signoff	2 weeks	20 weeks	After completely launching all features on the Integrated Wealth Management Platform, functionalities and operations would be observed for 30 working days and problem if any including fine tuning of performance would be reported to bidder. Bidder shall provide solution to the issues raised

- The Solution Partner should execute the implementation using Agile methodology by running sprints with prioritized user stories and incorporating feedback to reduce QA/User Acceptance Test efforts
- Build for next phase should start in parallel with UAT of previous phase. Staffing of required resources, clarification on implementation scope and required cadence should be setup proactively by the Solution Partner to ensure adherence with above timelines
- Any risk due to dependencies like integration efforts from other systems, data requirements etc. should be highlighted by the Solution Partner at least 4 weeks in advance
- Acceptance Test shall be carried out on the hardware/software jointly by the

representatives of the Bank and the Solution Partner, after the build is completed

- The Acceptance Test shall be deemed to be complete only on issuance of the 'Acceptance Certificate' by the Bank to the Solution Partner
- It is the responsibility of the Solution Partner to remediate any deficiency identified in the performance of the hardware/software, as observed during the Acceptance Test. This includes replacement of some or all hardware or software at no additional cost to the Bank, to ensure that the hardware/software meet the requirements of the Bank as envisaged in the RFP
- It is the responsibility of the Solution Partner to obtain the sign off the bank on project related documents including Project plan, Functional Specifications Document, Acceptance test plan, etc. before commencement of the relevant project milestone
- The project related documents would be reviewed on a periodic basis in line with the defined project governance mechanism and updated by the Solution Partner in Agreement with the Bank, as and when required
- The Bank, at its discretion, shall have the right to alter the delivery schedule and quantities based on the implementation plan. This will be communicated formally to the Solution Partner during the implementation if a need arises.
- The proposed solution should be on a microservices based architecture compatible with kubernetes based container platforms.

### **33. Onsite Support**

Solution Partner should have a service and support infrastructure at Mumbai. The Bank shall give Solution Partner and its personnel only physical access to the Support Location, and the designated hardware & Equipment to enable Solution Partner to provide the Maintenance & Support Services.

Any mode of remote access will not be allowed from any Network outside Bank's Network

## **Section III**

### **34. Maintenance Support**

The Bidder must provide uninterrupted availability of the system and ensure that the problem is resolved within the time schedule as prescribed in the Service Level Agreement (SLA). Maintenance support will also include installation of system updates and upgrades, providing corresponding updated manuals, and follow-up user training. During the AMC period, all upgrades should be free. All regulatory / statutory changes should be done without any additional cost to the Bank.

### **Incident Management –**

- Provide 24 x 7 support for incident management for all components of the Integrated Wealth Management Platform
- Provide automated fault detection and resolution
- System to do automatic dispatching to avoid delays and automated messages to field engineers
- System to provide for automatic escalation in case of problem not getting resolved
- Do proactive maintenance of all devices
- Carry out remote resolution before actual dispatch, if necessary
- Analyze machine performance and suggest improvement

### **Service desk**

Providing technical assistance for logging, troubleshooting and managing the service requests for the Integrated Wealth Management Platform

Monitoring, alerting, troubleshooting and resolution of incidents/ problems for the Integrated Wealth Management Platform solution

Monitoring and alerting on the health of the Integrated Wealth Management Platform

Providing technical assistance for logging, troubleshooting and managing Integrated Wealth Management Platform related service requests

### **Information protection**

Backup, storage and restoration of data related to the Integrated Wealth Management Platform and associated services, in a secure and reliable manner

Backup, storage and restoration of configuration data for the Integrated Wealth Management Platform and associated infrastructure

Backup, storage and restoration of any mission critical data related to the Integrated Wealth Management Platform and associated services

Backup, storage and restoration to enable the Bank to achieve regulatory compliance as per Bank, RBI or other applicable guidelines.

### **Fraud detection and protection**

The Fraud Management System should be configurable, customizable and highly scalable and provide real time fraud monitoring

The system shall have rules to provide basic functionalities to monitor the fraud and risk aspects of the payment transactions for bank registered Digital Lending Platform users.

Scoring of on-going transactions, based on the risk ratings

Block Integrated Wealth Management Platform use by country and/or predetermined MCC (Merchant Category Codes) codes

**Integration with Bank's EFRMS solution.**

Segregation of Financial / non-financial transaction

Segregation of debit / credit transaction

Business Continuity/ Disaster Recovery

Implementing and maintaining BCP and the DR readiness (including data replication), for the Digital Lending Platform and associated services in order to meet the Bank's RTO and RPO Objective.

Replication of data between the primary and the DR site from the disaster recovery perspective.

Bidder to perform Drill (Switch-over and Switch-back) activity as and when scheduled by the Bank

**Compliance and assurance**

Assisting the Bank in attaining and ensuring on- going compliance to various regulatory and data security/ privacy requirements

Addressing relevant threats/ risks identified in a proactive manner and through audit observations

Providing analysis and MIS for Switch and associated services related data, to demonstrate audit readiness and adherence to the agreed service levels.

For all existing applications, BIDDER shall submit Data Dictionary (wherever feasible) as a part of System documentations.

Shall submit within 10 days from signing of this Agreement, an Application Integrity Statement from application system vendor providing reasonable level of assurance about the application being free of malware at the time of sale, free of any obvious bugs and free of any covert channels in the code

Compliance to Bank IS policy and other related policy, adherence to Bank Minimum Baseline security requirement, adherence to all internal and external audits and Quarterly/half yearly VAPT requirement

Bidder should close the audit and VAPT observations within the stipulated timeline

- i. Provide preventive and breakdown maintenance activities without any impact on day-to-day operations to maintain the required business uptime covering 24\*7\*52 weeks
- ii. Provide 36 hours" notice to the Bank and seek approval before executing any preventive maintenance

- This notice should have details of the changes being implemented including testing results, impact to Integrated Wealth Management Platform “s users, communication process for users, fallback process and any other documentation requested by the Bank
- Provide updates throughout the maintenance window at frequency agreed with the Bank
- Provide status of support activities and tickets on a regular basis to the Bank and attend all required meetings on governance of the IT systems
- Ensure root cause analysis and ticket management processes are followed as per SLA timelines defined by the Bank in this RFP.

### **35. Liquidated Damage**

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

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

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

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

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

### **36. Land Border Sharing Clause**

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

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

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

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

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

### **Explanation**

- a. “Controlling ownership interests” means ownership of or entitlement to more than twenty-five per- cent of shares or capital or profits of the company.
- b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder’s agreements or voting agreements.
  1. In case of partnership firm, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of entitlement to more than fifteen per-cent of capital or profits of the partnership.
  2. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of or entitlement to more than fifteen per-cent of the

property or capital or profits of such association or body of individuals.

3. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person(s), who hold the position of senior managing official.
  4. In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen per-cent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- c. An agent is a person employed to do any act for another, or to represent another in dealings with third persons.

### **37. Commercial Offers**

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

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

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



peractuals.

- The Manpower / Resource payment should be in accordance with minimum wages act and its subsequent amendments.

### **38. Evaluation & Acceptance**

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

#### **Technical & Commercial Scoring**

- The commercial bid of only technically qualified bids shall be opened.
- The score(s) will be calculated for all technically qualified Solution Partners using the formula: - H1

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

- (Minimum Commercial Quote/Quoted Price) x 30% + (Technical Score/Highest Technical Score) x 70%
- Technical will carry 70% weightage and Commercial will carry weightage of 30%
- Highest scores so obtained using the above method shall be declared as successful Solution Partners.
- The Solution Partner with the Highest Combined Score (H1) shall be selected. In case of tie between two or more Solution Partners for the Highest Total Combined Score, then the Solution Partner with Highest Technical Score amongst such Solution Partners shall be the successful Solution Partner.
- During Technical Evaluation the score of the Solution Partners will not be shared
- Technical offers will be evaluated based on compliance with eligibility criteria, technical specification, other terms & conditions stipulated in the RFP. Only those Solution Partners who qualify in the technical evaluation would be considered for evaluating the commercial bid. Bank may, at its sole discretion, waive any non-conformity or deviations.
- In case, any of the successful Solution Partner is unable to honor in full or part of the contract awarded, Bank shall, at its sole discretion, distribute this shortfall to the other successful Solution Partner(s) equally or in any ratio decided by the Bank.
- Bank reserves the right to reject the bid offer under any of the following circumstances:
  - If the bid offer is incomplete and / or not accompanied by all stipulated documents.
  - If the bid offer is not in conformity with the terms and conditions stipulated in the RFP.

- If there is a deviation in respect to the technical specifications of hardware items.
- k. The Bank shall be under no obligation to mandatorily accept the lowest or any other offer received and shall be entitled to reject any or all offers without assigning reasons.

### 39. General Terms

#### 39.1. Payment Terms

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

The Bidder must accept the payment terms proposed by the Bank. The commercial submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted.

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

If any of the items / activities as mentioned in the price bid is not taken up by the bank during the assignment, the bank will not pay the professional fees quoted by the bidder in the price bid against such activity / item.

The payment will be released as follows:

S. No	Specifications	Payment Schedule
<b>1. Enterprise License Cost for Integrated Wealth Management Platform</b>	UAT Sign-off for installation of the Integrated Wealth Management Platform for (Mobile/Web) solution.	25% of the Enterprise License Cost
	Phase 1 UAT sign-off	25% of the Enterprise License Cost
	Phase 2 UAT sign-off	25% of the Enterprise License Cost
	Phase 3 UAT sign-off	25% of the Enterprise License Cost
<b>2. One time Implementation Cost</b>	Phase 1 :Go- live sign off from Bank	25% of One time Implementation Cost
	Phase 2 :Go- live sign off from Bank	25% of One time Implementation Cost
	Phase 3 :Go- live sign off from Bank	25% of One time Implementation Cost
	Go- live project sign off from Bank	25% of One time Implementation Cost
<b>3. Training Cost</b>		On completion of training as per RFP terms
<b>4. Annual Technical Support (ATS) Charges</b>		Payment Half- Yearly basis in arrears

<b>5. Customizations involving 100 person-days efforts Over and above Scope of RFP for every year which should be carried forward if unutilised</b>		100% on completion of work and sign-off from the Bank
<b>6. One Time Integration cost (RTA, MDP, Robo)</b>		100% on completion of work and sign-off from the Bank
<b>7. L2 Resource Onsite Visit Charges (No. of Days * Person Day Charges)</b>		Quarterly Arrear as per actuals
<b>8. Licenses for OS, DB and Any other component</b>		30% on Delivery Sign- off
		60% on Installation Sign-off
		10% after 3 months after Go Live Date

\* If bidder wants to claim ATS annual advance, then the bidder will have to submit Bank Guarantee of equivalent amount for a period of one year.

\*\* Bidder to provision for 12 days onsite visit (monthly once) by L2 engineer. The payment for these 12 visits will be made during quarterly AMC payment, basis the per day rate quoted. However, if the L2 resource is required over and above 12 days then payment will be made on quarterly arrear on actual visit\*per Man day rate quoted.

For payments, the sign-off of every phase.

The bidder will estimate and provide a list of the required hardware, software licenses and databases required for the Integrated Wealth Management platform through the contract period as per the format in **Commercial Bid: Annexure IV: Commercial Bid**

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

**i. Warranty/ATS:**

The ATS cost, shall be paid quarterly in arrears from the 2<sup>nd</sup> year onwards. In case of advance payment, then the bidder should submit a Bank Guarantee for an equal amount of Annual ATS amount.

The platform proposed as part of this RFP should be maintained with back-to-back support from the OEM on 24x7x365 basis by the Successful Bidder till the end of the contract period. All payments will be released only after submission of the proof for the same along with the

invoices, request for payment and other related documents.

The Bank shall have the right to withhold any payment due to the successful bidder, in case of delays or defaults on the part of the successful bidder. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items/ activities as mentioned in functional specifications as part of technical bid is not taken up by the bank during respective Phases, the successful bidder to provide the functionality at later point of time without any additional cost to the Bank.

Payments to the vendor will be released subject to submission of proof of acceptance of the respective deliverables by concerned Bank officials and other related documents. Vendor must submit the invoices, milestone sign-off & other documents required for release of payment.

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

- a. Any major and minor version upgrades for the proposed solution should be provided without any cost to the bank during the contract period. A minor version is a small incremental version / patching provided by the OEM of the implemented software and does not call for any additional module or licenses. It comes as per the product release plans of the OEM and to be covered under ATS.
- b. Any implementation forming part of statutory/ regulatory changes as required under the directives of Government of India (GOI), Reserve Bank of India (RBI) etc. should be carried out without any cost to the Bank.
- c. Any version upgrades for the proposed solution should be provided without any cost to the bank during the contract period.
- d. Successful bidder must extend ATS, onsite support and all other related services to the bank for the next 5 years at Bank's discretion at mutually agreed rates between the successful bidder and Bank, with a cost escalation of not more than 10% of the cost quoted for the contract period.

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

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

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

The payments will be released on submission of invoice to DIT CBD- Belapur through NEFT

/RTGS/account credit after deducting the applicable LD/Penalty, TDS if any. The Successful Bidder must provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code, GSTIN, State Code, State Name, HSN Code etc.

### **iii. Fixed Price**

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

### **iv. Taxes**

The consolidated fees and charges required to be paid by the Bank against each of the specified components under this RFP shall be all-inclusive amount with currently (prevailing) applicable taxes. The bidder shall provide the details of the taxes applicable in the invoices raised on the Bank.

Accordingly, the Bank shall deduct at source, all applicable taxes including TDS from the payments due/ payments to bidder. The applicable tax shall be paid by the bidder to the concerned authorities.

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

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

- a. Goods and Services Tax Law in India is a Comprehensive, multi-stage, destination-based tax that will be levied on every value addition. Bidder shall have to follow GST Law as per time being enforced along with certain mandatory feature mentioned hereunder
- b. TDS (Tax Deducted on Source) is required to deduct as per applicable under GST Law on the payment made or credited to the supplier of taxable goods and services. It would enhance the tax base and would be compliance and self-maintaining tax law based on processes. The statutory compliances contained in the statutes include obtaining registration under the GST law by the existing assesses as well as new assesses, periodic payments of taxes and furnishing various statement return by all the registered taxable person.
- c. It is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit (ITR) to the Bank by way of commensurate reduction in the prices under the GST Law.
- d. If bidder, is backlisted in the GST (Goods and Services Tax) portal or rating of a supplier falls below a mandatory level, as decided time to time may be relevant ground

of cancellation of Contract.

- e. Bank shall deduct tax at source, if any, as per the applicable law of the land time being enforced. The Service provider shall pay any other taxes separately or along with GST if any attributed by the Government Authorities including Municipal and Local bodies or any other authority authorized in this regard.

### **39.2. Service level Agreement**

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

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

- Any fault/ issue/ defect failure intimated by Bank through any mode of communication like call/e-mail/fax/ any electronic messaging system etc. are to be acted upon, so as to adhere to the service levels. Business/ Service Downtime and Deterioration shall be the key considerations for determining "Penalties" that would be levied on the Successful Vendor.
- The Vendor should have 24x7 monitoring, escalation and resolution infrastructure.
- Time bound problem addressing team (onsite) for the complete contract period.
- Vendor to arrange for update required in the system to meet the changes suggested by RBI/ Govt. of India/ NPCI/ regulatory authorities towards compliance as part of ATS at no extra cost to bank for the entire contract period. Any delay in meeting the timelines would result in penalty.
- The Bidder should Guarantee 99.95% availability for the proposed solution
- The Bidder should integrate with SOC, EFRMS, if required, at no additional cost to the Bank.

### **SLA for Integrated Wealth Management Platform**

Vendor will have to guarantee a minimum uptime of 99.95%, calculated monthly. Application (As a whole / any module of the application) availability will be 99.95% on 24x7x52 weeks. The penalty will be calculated as per the details given below.

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

Uptime Percentage (DC, DR)	Penalty Rate (Penalty rate on monthly ATS contract value)
>= 99.95%	No Penalty
>99.95% and <99.90%	5%
> 99.90% and <=99.50%	7%
>99.50% and <=99.0%	10%

>99.0 % and <=97.0%	12%
< 97.0%	15%

### Percentage

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

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

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

The payment for ATS and Facility Management Services are quarterly in arrears; however, penalty amount will be applied on the monthly amount payable based on SLA breach. If bifurcation of quarterly invoice is not provided, Bank will divide the quarterly billing amount in the uptime percentage would be calculated on monthly basis and the calculated amount would be adjusted from every subsequent quarter payment. The SLA charges will be subject to an overall cap of 20% of the Monthly billing and thereafter, Bank has the discretion to cancel the contract. If Vendor materially fails to meet an uptime of 99.95% for three (3) consecutive months, the Bank may have the right to terminate the contract. In case if there are no pending invoices to be paid by the Bank to the vendor, the vendor must submit a pay order / cheque payable at Navi Mumbai in favor of Bank for the same within 15 days from the notice period from the Bank.

### Availability Service Level Default

- Availability Service Level will be measured monthly.
- A Service Level Default will occur when the vendor fails to meet Minimum uptime (99.95 %), as measured monthly. Bidder shall determine the severity levels based on the criteria mentioned below:

Severity Level	Functionality that is impacting the Integrated Wealth management Platform from being used
Severity 1 (High)	Fault/bugs which prevents the software from being used at all or affect the critical operations
Severity 2 (Medium)	Fault/bugs which affects the functionalities or Slowness in system which impacts the operations
Severity 3 (Low)	Fault/bugs which affects the functionalities or Slowness in system which impacts the operations but workaround exists



Type of Issue	Response Time	Resolution Time	Effective Downtime beyond Resolution Time in %
Severity 1	15 min	60 min	100%
Severity 2	30 min	4 hrs	90%
Severity 3	60 min	8 hrs	80%

Response may be telephonic or onsite. In case the issue cannot be resolved telephonically, Bidder (as per the criticality and nature of the issue) will provide onsite assistance at respective locations (DC, DRC, and Near Site) within response resolution window.

### **SLA Penalty Calculation:**

**E.g. -** There is an incident which occurs under the Severity Level 2 for which the downtime is for 5 hours in a month. Therefore, the effective downtime for the month would be:  
 $5 \text{ hours} \times 90\% = 4.5 \text{ hours}$

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

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

### **Service Levels during implementation phase**

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

Penalty would be levied for delivery, installation, and implementation delays for Integrated Wealth Management solution and shall be a maximum of 10% of the total cost of that solution from the finalized bidder for the bank. The bidder is required to adhere to the Service Level Agreements as mentioned below for the operations phase.

After acceptance of respective solutions by the Bank

### **SLA for System Availability**

System availability is defined as  $\{( \text{Scheduled operation time} - \text{system downtime} ) / ( \text{scheduled operation time} )\} \times 100\%$ .

Where:

- Scheduled operation time means the scheduled operating hours of the System for the

month. All planned downtime on the system would be deducted from the total operation time for the month to give the scheduled operation time.

- b. System downtime subject to the SLA, means accumulated time during which the System is not available to the Bank's users or customers due to in-scope system or infrastructure failure, and measured from the time the Bank and / or its customers log a call with the Bidder's help desk of the failure or the failure is known to Bidder from the availability measurement tools to the time when the System is returned to proper operation.
- c. Downtime shall commence when the respective hardware and or its associated software fails.
- d. Uptime will be computed based on service availability of the in-scope components. Also, non-compliance with performance parameters for business and system / service degradation will be considered for downtime calculation.
- e. Response may be telephonic or onsite. In case the issue cannot be resolved telephonically, Bidder (as per the criticality and nature of the issue) will provide onsite assistance at respective locations (DC, DRC, and Near Site) within response resolution window.
- f. Bidder shall provide onsite support during Bank's DR Drill activity and shall ensure Database connection with Application during Switchover and Switchback.
- g. The Data Replication between the DC and Near Site should be storage to storage-based Oracle Log replication and adopted technique for DC and DRC is currently on Oracle Data Guard based replication.
- h. Service Levels will be complied with irrespective of the customizations that would undergo during the tenure of the Contract.
- i. Typical Resolution time will be applicable if services are not available to the Bank's users and customers and there is a denial of agreed services.
- j. The bidder to provide warranty & AMC support on all days (24X7X52week) for period of contract
- k. Bank has defined in-scope services and corresponding SLAs as under, Bank shall evaluate the performance of the Bidder on these SLAs compliance as per the periodicity defined.
- l. The Successful Bidder shall provide, as part of monthly evaluation process, reports to verify the Successful Bidder's performance and compliance with the SLAs. Automated data capturing and reporting mechanism will be used for SLA reporting. The bank will leverage existing/future tools to monitor and manage the Solution/IT Infrastructure.
- m. If the level of performance of Successful Bidder for a particular metric fails to meet the minimum service level for that metric, it will be considered as a Service Level Default.
- n. Overall cap for penalties over the tenure of the contract will be 10% (ten percent) of the contract value.

- o. Penalties if any, as defined by SLAs, shall be adjusted in the payment of a quarter. Balance penalties, if any shall be levied in the payment for the subsequent quarter.
- p. The Bidder to provide Support contract backline to OEM for the complete duration of contract period. Letter to be provided by OEM for the backline proof, prior to release of payment.
- q. Bidder agrees to ensure that all the items / products used for delivering services to the Bank including all components are new and are using state of the art technology. Bidder shall provide such proof of the new equipment (e.g., Copy of invoice etc.) to the Bank. In case of software supplied with the system, Successful Bidder shall ensure that the same is licensed and legally obtained in the name of end customer i.e., Bank with valid documentation made available to the Bank.

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

### **Service Level Default**

Service Levels will be measured monthly. The Bidder's performance to Service Levels will be assessed against Minimum Expected Service Level requirements for each criterion mentioned in the Availability measurement table.

An Availability Service Level Default will occur when:

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

Service Levels will include Availability measurements and Performance parameters.

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

### **Liquidated damages for SLA Default**

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

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

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

If the bidder fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 10% of the of the order value of the product and or services cost per week or part thereof until actual delivery or performance, (above 3 days will be treated as a week); and the maximum deduction is 0.5% of the contract value. Once the maximum is reached, the Bank may consider termination of the contract and other penal measure will be taken like forfeiture of EMD, Foreclosure of BG etc.

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

### **Penalty Calculation for Downtime**

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

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

Total Penalty = Quarterly Service level default X (Summation of Cost References)

If an Availability Service Level Default has occurred for more than one service level requirement, the sum of the corresponding Penalty shall be applicable. Bidder shall review with the Bank, monthly from the start of Contract Execution.

The total amount of Penalty levied on the Bidder shall be reflected on the invoice provided to the Bank in the quarter after the quarter in which the Service Levels were assessed. The Bank shall be entitled to deduct the Penalty amount from the amounts payable by the Bank to the Bidder as per the invoice.

### **Example 1**

Assume for a particular service level requirement (e.g.: Availability of Integrated Wealth Management Platform, the minimum service level is 99.95% During a Service Assessment period; the service level achieved is 96%:

Integrated Wealth Management Platform and its associated software ~ Rs. 10 crores

Software and its licenses ~ Rs. 2 crores

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

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

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

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

Penalty for M1 =  $3\% * (10 \text{ crores} + 2 \text{ crores} + 5 \text{ crores}) = \text{Rs.}51,00,000$

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

### Table of Incident Matrix

Incident to be reported within (if unresolved)	Escalation Hierarchy
15 min	Senior Manager
1 hour	Chief Manager
2 hours	Assistant General Manager (IT) / Deputy General Manager(IT)
> 4 hours	General Manager (IT)

### 39.3. Order Cancellation

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

- Delay in delivery beyond the specified period for delivery.
- Serious discrepancy in hardware noticed during the pre-dispatch factory inspection or during Installation.
- In addition to the cancellation of purchase order, Bank reserves the right to appropriate the damages by foreclosing the bank guarantee given by the supplier against the advance payment.

### 39.4. Indemnity

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

1. Bank's authorized / Bonafide use of the Deliverables and/or the Services provided by Solution Partner under this RFP or any or all terms and conditions stipulated in the

- SLA (Service level Agreement) or PO and/or
2. Relating to or resulting directly from infringement of any third-party patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project.
  3. An act or omission of the Solution Partner, employees, agents, sub-contractors in the performance of the obligations of the Solution Partner under this RFP or, any or all terms and conditions stipulated in the SLA (Service level Agreement) or Purchase Order (PO) and/or
  4. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Solution Partner, against the Bank and/or
  5. Breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Solution Partner under this RFP or any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or
  6. Any or all Deliverables or Services infringing any patent, trademarks, copyrights, or such other Intellectual Property Rights and/or
  7. Breach of confidentiality obligations of the Solution Partner contained in this RFP or any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or
  8. Negligence or gross misconduct attributable to the Solution Partner or its employees, agent, or sub-contractors
  9. The Solution Partner shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party superseded, or other intellectual property issued or registered in India, provided however,
    - The Bank notifies the Solution Partner in writing immediately on aware of such claim ,
    - The Solution Partner has sole control of defense and all related settlement negotiations,
    - The Bank provides the Solution Partner with the assistance, information, and authority reasonably necessary to perform the above, and
    - The Bank does not make any statement or comments or representations about the claim without prior written consent of the Solution Partner, except under due process of law or order of the court. It is clarified that the Solution Partner shall in no event enter a settlement, compromise, or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank's (and/or its customers, users, and Solution Partners) rights, interest, and reputation.
  10. The Solution Partner shall compensate the Bank for direct financial loss suffered by the Bank, if the Solution Partner fails to fix bugs, provide the Modifications / Enhancements / Customization as required by the Bank as per the terms and conditions of this RFP and to meet the Service Levels as per satisfaction of the Bank.
  11. Additionally, the Solution Partner shall indemnify, protect, and save the Bank against



all claims, losses, costs, damages, expenses, action, suits, and other proceedings, suffered by bank due to the following reasons:

12. That the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trademark in any country where the Deliverables and Services are used, sold or received; and/or The Solution Partner shall indemnify the Bank in case of any mismatch of ITC (Input Tax Credit) in the GSTR 2A, where the Bank does not opt for retention of GST component on supplies.
13. All claims, losses, costs, damages, expenses, action, suits and other proceedings resulting from infringement of any patent, trade-marks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act, 2000 or any Law, rules, regulation, bylaws, notification time being enforced in respect of all the Hardware, Software and network equipment or other systems supplied by them to the Bank from whatsoever source, provided the Bank notifies the Solution Partner in writing as soon as practicable when the Bank becomes aware of the claim however:
14. The Solution Partner has sole control of the defense and all related settlement negotiations.
15. The Bank provides the Solution Partner with the assistance, information, and authority reasonably necessary to perform the above and Solution Partner is aware of the rights to make any statements or comments or representations about the claim by Bank or any regulatory authority. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect and incidental damages and compensations.
16. Any loss suffered by bank due to non-functioning / malfunction of Omni-channel Integrated Wealth Management Platform such as system is getting hanged, technical glitch etc. leading to financial loss to the Bank, losses will be recovered from Solution Partner/ vendor. Any such loss to the Bank due to improper working of Omni-channel Integrated Wealth Management Platform, Solution Partner/ vendor will have to make good of such losses. This will be treated separate from penalty.
17. Solution Partner shall have no obligations with respect to any Infringement Claims to the extent that the Infringement Claim arises or results from:
  - Solution Partner's compliance with Bank's specific technical designs or instructions (except where Solution Partner knew or should have known that such compliance was likely to result in an Infringement Claim and Solution Partner did not inform Bank of the same).
  - Inclusion in a Deliverable of any content or other materials provided by Bank and the infringement relates to or arises from such Bank materials or provided material.
  - Modification of a Deliverable after delivery by Solution Partner to Bank if such modification was not made by or on behalf of the Solution Partner.
  - Operation or use of some or all the Deliverable in combination with products,



information, specification, instructions, data, materials not provided by Solution Partner; or

- Use of the Deliverables for any purposes for which the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided under the applicable Statement of Work by the Solution Partner; or
- Use of a superseded release of some or all the Deliverables or Bank's failure to use any modification of the Deliverable furnished under this Agreement including, but not limited to, corrections, fixes, or enhancements made available by the Solution Partner.

18. If Bank is enjoined or otherwise prohibited, or is reasonably likely to be enjoined or otherwise prohibited, from using any Deliverable because of or in connection with any claim for which Solution Partner is required to indemnify Bank under this section according to a final decision of the courts or in the view of Solution Partner, Solution Partner, may at its own expense and option:

- Procure for Bank the right to continue using such Deliverable.
- Modify the Deliverable so that it becomes non-infringing without materially altering its capacity or performance.
- Replace the Deliverable with work product that is equal in capacity and performance but is non-infringing; or
- If such measures do not achieve the desired result and if the infringement is established by a final decision of the courts or a judicial or extrajudicial settlement, the Solution Partner shall refund the Bank the fees effectively paid for that Deliverable by the Bank subject to depreciation for the period of Use, on a straight-line depreciation over a 5-year period basis. The foregoing provides for the entire liability of the Solution Partner and the exclusive remedy of the Bank in matters related to infringement of third-party intellectual property rights.

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

### **39.5. Confidentiality & Non-Disclosure**

1. The Solution Partner is bound by this agreement for not disclosing the Banks data and other information. Resources working in the premises of the Bank are liable to follow the rules and regulations of the Bank.
2. The document contains information confidential and proprietary to the Bank. Additionally, the Solution Partner will be exposed by virtue of the contracted activities

to the internal business and operational information of the Bank, affiliates, and/or business partners, disclosure of receipt of this tender or any part of the aforementioned information to parties not directly involved in providing the requested services could result in the disqualification of the Solution Partners, premature termination of the contract, or legal action against the Solution Partner for breach of trust.

3. No news release, public announcement, or any other reference to the order, relating to the contracted work if allotted with the assignment or any program hereunder shall be made without written consent from the Bank.
4. As the Solution Partner providing support services for multiple Banks, the Solution Partner always should take care to build strong safeguards so that there is no mixing together of information/ documents, records and assets is happening by any chance.
5. The Solution Partner should undertake to maintain confidentiality of the Banks information even after the termination / expiry of the contracts.
6. The Non-Disclosure Agreement (NDA) should be entered in to between the Bank and the successful Solution Partner within a period of 21 days from, the date of acceptance of purchase order.

### **Guarantee on Software License**

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

### **39.6. Force majeure**

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

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

In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months due to force majeure situation, the parties shall hold consultations with each other in an endeavor to find a solution to the problem. However, Solution Partner shall be entitled to receive

payments for all services rendered up to the date of termination of date of agreement. The financial constraints by way of increased cost to perform the obligations shall not be treated as a force majeure situation if the obligations can otherwise be performed.

### **39.7. Resolution of Disputes**

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

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

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

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

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

### **39.8. Format of the letter of Undertaking of Authenticity to be submitted by the Solution Partner**

The successful Solution Partner must submit the letter of undertaking of Authenticity and Undertaking at the time of acceptance of the letter of intent. The undertaking from OEMs needs to be provided to the Bank for the activities owned by them in coordination with the

Solution Partner as per the details mentioned in the document along with the pricing. The format for the same is as below.

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

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

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

### **39.9. Independent Contractor**

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

### **39.10. Assignment**

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

### **39.11. Execution of Contract, SLA & NDA**

The Solution Partner and Bank should execute

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

### **39.12. Solution Partner's Liability**

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

### **39.13. Information Ownership**

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

### **39.14. Inspection, Audit, Review, Monitoring & Visitations**

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

- Ensure that the Bank can access all books, records, and information relevant to the outsourced activity available with the SOLUTION PARTNER. For technology outsourcing, requisite audit trails and logs for administrative activities should be retained and accessible to the Bank based on approved request.
- Provide the Bank with right to conduct audits on the SOLUTION PARTNER whether by its internal or external auditors, or by external specialist appointed to act on its



behalf and to obtain copies of any audit or review reports and finding made on the service provider in conjunction with the services performed for the bank.

- Include clause to allow the reserve bank of India or persons authorized by it to access the bank's documents: records of transactions, and other necessary information given to you, stored, or processed by the SOLUTION PARTNER within a reasonable time. This includes information maintained in paper and electronic formats.
- Recognized the right of the reserve bank to cause an inspection to be made of a service provider of the bank and its books and account by one or more of its officers or employees or other persons. Banks shall at least on an annual basis, review the financial and operational condition of the SOLUTION PARTNER. Bank shall also periodically commission independent audit and expert assessment on the security and controlled environment of the SOLUTION PARTNER. Such assessment and reports on the SOLUTION PARTNER may be performed and prepared by Bank's internal or external auditors, or by agents appointed by the Bank.
- Any such audit shall be conducted expeditiously, efficiently, and at reasonable business hours after giving due notice to the Solution Partner which shall not be less than 10 days. The Bank shall not have access to the proprietary data of, or relating to, any other customer of Solution Partner, or a third party or Solution Partner's cost, profit, discount, and pricing data. The audit shall not be permitted if it interferes with Solution Partner's ability to perform the services in accordance with the service levels unless the Bank relieves Solution Partner from meeting the applicable service levels. The audit shall not be performed by any competitor of the Solution Partner. The auditor including regulatory auditor shall sign the confidentiality undertaking with the Solution Partner before conducting such audit.

### **Monitoring**

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



## **Visitations**

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

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

### **39.15. Information Security**

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

### **39.16. Intellectual Property Rights**

While the successful Solution Partner/ OEM shall retain the intellectual property rights for the application software, it is required that successful Solution Partner shall grant the perpetual License to the bank for the bank's exclusive use without limitation on the number of users. The successful Solution Partner 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.

Notwithstanding the disclosure of any confidential information by the disclosing party to the receiving party, the disclosing party shall retain title and all intellectual property and proprietary rights in the confidential information. No License under any trademark, patent or copyright or application for same which are or thereafter may be obtained by such party is either granted or implied by the conveying of confidential information.

Solution Partner warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.

Solution Partner warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.

In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, Solution Partner shall at its choice and expense: [a] procure for Bank the right to continue to use such deliverables; [b] replace or modify such deliverables to make them non- infringing, provided that the same function is performed by

the replacement or modified deliverables as the infringing deliverables; or [c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse bank for any amounts paid to Solution Partner for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the Solution Partner shall be responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed product.

The indemnification obligation stated in this clause apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.

The Solution Partner acknowledges that business logics, work flows, delegation and decision making processes of Bank are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors.

### **39.17. Termination**

#### **Termination for Default**

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

- if the Successful Solution Partner fails to deliver any or all the deliverables / milestones within the period(s) specified in the Contract, or within any extension thereof granted by the Bank provided the failure is for the reasons which are solely and entirely attributable to the Solution Partner and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure; or
- If the Successful Solution Partner fails to perform any other material obligation(s) under the contract provided the failure is for the reasons which are solely and entirely attributable to the Solution Partner and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure.
- If the Successful Solution Partner, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

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

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

### **Termination for Insolvency**

The Bank may, at any time, terminate the Contract by giving written notice to the Solution Partner, if the Solution Partner becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to the Solution Partner, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

### **Termination- Key Terms & Conditions**

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

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

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

### **Exit Option & Contract Re-Negotiation**

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

- Failure of the successful Solution Partner to accept the contract and furnish the Performance Guarantee within 21 days of receipt of purchase contract.

- Substantial delay in delivery, performance, or implementation of the solution beyond the specified period.
- Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of The Bank. Inability of the Solution Partner to remedy the situation within 60 days from the date of pointing out the defects by The Bank. (60 days will be construed as the notice period).

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

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

### **39.18. Privacy & Security Safeguards**

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

### **39.19. Governing Law and Jurisdiction**

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

### **Statutory and Regulatory Requirements**

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

### **39.20. Compliance with Laws**

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

### **39.21. Violation of Terms**

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

### **39.22. Corrupt & Fraudulent Practices**

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

“Corrupt Practice” means the offering, giving, receiving, or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND

“Fraudulent Practice” means a misrepresentation of facts to influence a procurement process or the execution of contract to the detriment of The Bank and includes collusive practice among Solution Partners (prior to or after offer submission) designed to establish offer prices at artificial non-competitive levels and to deprive The Bank of the benefits of free and open competition.

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

### **39.23. Publicity**

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

### **39.24. Entire Agreement; Amendments**

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

### **39.25. Survival and Severability**

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



## **Bidding Document**

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

### **39.26. Amendments to Bidding Documents**

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

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

### **39.27. Period of Validity**

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

### **39.28. Last Date and Time for Submission of Bids**

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

### **39.29. Late Bids**

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

### **39.30. Modification and/or Withdrawal of Bids**

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

## **Clarification of Bids**

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

**Bank's Right to Accept or Reject Any Bid or All Bids**



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

### 39.31. Signing of Contract

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

### 39.32. Checklist for Submission

#	Particulars	Bidders Remark Yes/No
	Certificate of incorporation	
	GST Certificate	
	Audited Balance sheets of last two financial years 2020-21 & 2021-22 and CA Certificate for average annual turnover	
	CA certificate for net worth for last two financial years i.e. 2020-21 and 2021-22	
	Self-declaration on Company's letter for experience in delivering software products and services.	
	Evidence for implementation experience in two SCBs and one NBFC	
	Evidence for having full scale development center with at least 100 resources	
	Self-declaration on Company's letter head that bidder is not blacklisted/debarred	
	Self-declaration on Company's letter head Bidder/OEM should not have any pending litigation or any dispute arises	
	Self-declaration on Company's letter head for not NPA and there is no pending case	
	Evidence for not sharing land border	
	Document Cost	
	Annexure I : Conformity Letter	
	Annexure II : Eligibility Criteria	
	Annexure III : Project Timeline	
	Annexure IV : Commercial Bid	
	Annexure V : Bidder's Information on company letter head	
	Annexure VI : Letter for Conformity of Product as per RFP	
	Annexure VII : Indemnity Deed	
	Annexure VIII : Undertaking of Authenticity for Products Supplied	
	Annexure IX : Undertaking for acceptance of terms of RFP	
	Annexure X : MAF on OEM letter head	
	Annexure XI : Integrity Pact	

*Supply, Installation, Implementation, Maintenance and Support of Integrated Wealth Management Solution*

*- Tender No. CO: DIT: PUR: 2023-2024:391*

	Annexure XII : Non-Disclosure Agreement	
	Annexure XIII : Performance Bank Guarantee	
	Annexure XIV : Pro-forma for Bid Security (EMD)	
	Annexure XV : Technical specifications	
	Annexure XVI : Bidders Particulars on Company Letter Head	
	Annexure XVII : NPA Undertaking	
	Annexure XVIII : Undertaking Letter – Land Border Sharing	
	Annexure XIX : Cover Letter	
	Annexure XX : Comments on T&C	
	Annexure XXI : Pre- Bid Query Format	
	Annexure XXII : Eligibility Criteria Compliance	
	Annexure XXIII : Guidelines on banning of business dealing	
	Annexure XXIV : List of Hardware and Software Components	
	Annexure XXV : Undertaking For 5 Year Roadmap	
	Annexure XXVI : Proposed Team Profile	
	Annexure XXVII : Format for Local Content	
	Annexure XXVIII : Undertaking of Information Security	
	Annexure XXIX : Hardware Requirements	
	Annexure XXX: Indicative/ Non-exhaustive feature list for Trusteeship functionality	

**Annexure I: Conformity Letter**

Date

To,  
General Manager - IT (Digital),  
Cent Neo, Central Bank of India,  
CBD Belapur, Navi Mumbai – 400614  
Sir,

Sub: Tender No. CO: DIT: PUR:2023-24:391

Further to our proposal dated \_\_\_\_\_, in response to the RFP document (hereinafter referred to as "RFP DOCUMENT") issued by Central Bank of India ("Bank") we hereby covenant, warrant, and confirm as follows:

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

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

Yours faithfully,

Authorised Signatory

Designation

Company Name

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**Annexure II: Eligibility Criteria**

Sl. No	Eligibility of the Bidder	Documents to be submitted
1	Bidder should be a Registered company under Indian Companies Act. 1956/2013 or LLP/Partnership firm and should have been in existence for a minimum period of 5 years in India, as on date of submission of RFP.	Copy of the Certificate of Incorporation issued by Registrar of Companies/Registrar of firms and full address of the registered office of the bidder
2	Bidder should be registered under G.S.T. and/or tax registration in state where bidder has a registered office	Proof of registration with GSTIN
3	The bidder should have an annual turnover of at least INR 5 crores per annum in any two of the last three financial years (i.e., 2020-21, 2021-22, 2022-23**) as per the audited balance sheet available at the time of submission of tender, of individual company and not as group of companies	Copy of audited Balance Sheet and Certificate of the Chartered Accountant for preceding two FYs
4	The bidder should have a positive Operating Profit (as EBIDTA i.e. Earnings before Interest, Depreciation, Tax, & Amortization) in two financial years out of the last three years of operations, 2020-21, 2021-22, 2022-23**. Applicable provisions for Start-ups will be applied	Copy of audited Balance Sheet and Certificate of the Chartered Accountant for preceding three FY
5	The Bidder should have a minimum of experience of 5 years in delivering software Products and Services commercially in the area of Integrated Wealth Management Platform	Submit the undertaking on Company's letter head
6	The Bidder should have implemented Integrated Wealth Management Platform (Mobile and Web) in at least 2 SCBs in India.  And The proposed Integrated Wealth Management Platform (Mobile and Web) should have been implemented in at least 2 SCBs in India.	Credential letters along with proof.
7	Bidder/OEM should have a full-scale Development and Support center in India with at least 150 resources across technical roles like Enterprise Architect, Developer (front end/back end), UI/UX Designer, DevOps Engineer, Automation Tester etc.	Submit self-declaration on Company's letter head
9	Bidder/ OEMs should have service/ support infrastructure at Mumbai	Submit an undertaking on Company's letter head
10	At the time of bidding, the Bidder should not have been blacklisted /debarred/ by any Govt. / IBA/RBI/PSU /PSE/ or Banks, Financial institutes for any reason or non-implementation/ delivery of the order. Self-declaration to that effect should be submitted along with the technical bid.	Submit an undertaking on Company's letter head
11	At the time of bidding, there should not have been any pending litigation or any legal dispute in the last 2 years, before any court of law between the Bidder or OEM and the Bank regarding supply of goods/services.	Submit an undertaking/ self-declaration on Company's letter head

12	<p>Bidder/OEM should not have</p> <p>a) NPA with any Bank /financial institutions in India</p> <p>b) Any case pending or otherwise, with any organization across the globe which affects the credibility of the Bidder in the opinion of Central Bank of India to service the needs of the Bank</p>	<p>Submit self-declaration on Company's letter head.</p>
13	<p>If the bidder is from a country which shares a land border with India, the bidder should be registered with the Competent Authority</p>	<p>Certified copy of the registration certificate</p>

\* The bidder should have made net profits in at least two financial years out of last three financial years and in case of net loss; bidder should provide security amount of 20% of contract value in the form of Bank Guarantee over and above 10% of regular Bank Guarantee for performance.

\*\*If not available, then Company's Statutory CA certified.

### Annexure III : Project Timeline

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

S.No.	Launch Wave	Activity	Time Period for Completion	Time period from Project PO	Deliverables
1	Set Up	Integrated Wealth Management Platform Installation with all relevant software at DC, DR , UAT	4 weeks from PO	4 weeks	Delivery and installation of all the related software items offered including (Application, Database, OS etc.) licenses along with object files, source code etc. Installation of all the software items with latest version and patches.
2	Phase 1	Build completion for Phase 1	8 weeks	12 weeks	Acceptance test involving successful operation of Omni Channel version (Mobile and Internet) including Back-office and ADMIN with all the Phase 1 journeys shall be demonstrated by the bidder for at least 2 days at Bank's Site on bank provided hardware
3	Phase 2	Build completion for Phase 2	4 weeks	16 weeks	Acceptance test involving successful operation of Omni Channel version (Mobile and Internet) including Back-office and ADMIN with all the Phase 2 journeys shall be demonstrated by the bidder for at least 2 days at Bank's Site on bank provided hardware
4	Phase 3	Build completion for Phase 3	2 weeks	18 weeks	VAPT, customization, bug/error fixes
5	Final	Project Signoff	2 weeks	20 weeks	After completely launching all features on the Integrated Wealth Management Platform, functionalities and operations would be observed for 30 working days and problem if any including fine tuning of performance would be reported to bidder. Bidder shall provide solution to the issues raised

\* Rescheduling of functional deliverables at respective Phases may be done. The details shall be shared with solution partner.

### **Delivery Timeline**

S No.	Features	Phase	S No.	Features	Phase
1	On boarding and KYC	1	18	Robo Advisory	2
2	Customer Details	1	19	Goal Based Investment	2
3	Risk Profiling	1	20	Nominee Registration	2
4	Transaction Execution And Management	1	21	Sales Management	2
5	Explore/ Search of Mutual Funds	1	22	Asset Allocation Model	2
6	Buy/ Sort/Filter Mutual Funds	1	23	Returns Calculator	2
7	Fund Overview	1	24	Portfolio Analysis	2
8	Risk & Compliances	1	25	Customer 360 Degree Profile Management	2
9	Transfer/Withdrawal/redeem	1	26	Tax Saving Advisory	2
10	Financial Advisory	1	27	Watchlist	2
11	Reconciliation and Revenue Management System	1	28	Use the investment as collateral	2
12	Proofs and Certificates	1	29	Rebalancing	2
13	Reports	1	30	Help, Grievance and Customer Feedback	2
14	Data and Analytics	1	31	Other Features , if any, required to complete the Integrated Wealth Management Platform	2
15	Holdings of Mutual Funds	1			
16	Monitoring and Audit	1			
17	Lead and Sales Management	1			

- The bidder should execute the implementation using Agile methodology by running sprints with prioritized user stories and incorporating feedback to reduce QA/User Acceptance Test efforts
- Build for next phase should start in parallel with UAT of previous phase. Staffing of required resources, clarification on implementation scope and required cadence should be setup proactively by the bidder to ensure adherence with above timelines
- Any risk due to dependencies like integration efforts from other systems, data requirements etc. should be highlighted by the bidder at least 4 weeks in advance



- Acceptance Test shall be carried out on the software jointly by the representatives of the Bank and the bidder, after the build is completed
- The Acceptance Test shall be deemed to be complete only on issuance of the 'Acceptance Certificate' by the Bank to the bidder
- It is the responsibility of the bidder to remediate any deficiency identified in the performance of the software, as observed during the Acceptance Test. This includes replacement of some or all software at no additional cost to the Bank, to ensure that the software meet the requirements of the Bank as envisaged in the RFP
- It is the responsibility of the bidder to obtain the sign off the bank on project related documents including Project plan, Functional Specifications Document, Acceptance test plan, etc. before commencement of the relevant project milestone
- The project related documents would be reviewed on a periodic basis in line with the defined project governance mechanism and updated by the bidder in Agreement with the Bank, as and when required
- The Bank, at its discretion, shall have the right to alter the delivery schedule and quantities based on the implementation plan. This will be communicated formally to the Bidder during the implementation if a need arises.

#### Annexure IV: Commercial Bid

(Bidder to submit the masked Commercial bid with the Technical Bid)

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

(In Absolute terms)

Sl. No	Requirement	One Time Charges**	Recurring (ATS/AMC) Cost in Rs.					Total (Rs)	Solution compliance (Yes/No)
			Year1	Year2	Year3	Year4	Year 5		
	Enterprise License* Cost for Wealth Management platform with One year warranty period								
	One time Implementation Cost for Wealth Management Solution								
	Implementation and Integration Cost with KYC-Provider								
	Implementation and Integration Cost with Market Data provider								
	Implementation and Integration Cost with Registrar & Transfer Agent								
	Robo Advisory								
	Database (if other than Oracle)								
	Operating System Other than Windows								
	Any other item required for WM platform								
	Other software								
	<b>Total</b>								
	Customization Charges for 100 person-days every year (which will be consumed for efforts Over and above Scope of RFP. The number of days should be carried forward if unutilised. Cumulative would be 500 person days during the entire period of 5 years)								
	Per day L2 charges for onsite support for incident resolution / need basis etc.								
	Any Other Charges								

Total Cost (Sl no. 1 to 13)									
<b>TCO in words</b>									

\*Enterprise wide perpetual License would mean - Unlimited Client License for Bank Branches, RM, customer and ADMIN modules in India & International territories, RRBs, Subsidiaries and associates both domestic & international

\*\* This must contain all prices in Indian rupees (INR).

\*\*\* No open source software component will be considered in the solution without Enterprise License and OEM's Support

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

### **Effort estimation for Development, Testing and Implementation of Trusteeship module**

<b>1</b>	Effort estimation (No of Days) required for the development and Testing of this module (a)	Per Day Cost in Rs for the development (b)	Total Cost in Rs a * b
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<b>2</b>	One time implementation cost in Rs (a)	Total Cost in Rs
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\*Total Cost (1+2) = \_\_\_\_\_ plus applicable taxes

\*- The effort Total cost for this module mentioned above will not be part of the TCO to arrive at the L1.

The effort (number of Days) for Development. Testing and Implementation of the Trusteeship module is on the basis of the broad understanding, however the actual number of Days/effort will be finalized later with the successful bidder.

\*\*\*\*\*

- Bidder should quote for the above items for all the environments like for DC, DRC, UAT, etc. whichever is applicable. Each Environment should be quoted as a separate line item.
- The commercial quoted above in the Bill of Material should be inclusive of all taxes, levies etc except GST which will be paid as per actuals.
- Bidder's Wealth Platform should support all the required software for ensuring smooth delivery like GitLab CI/CD platform, Security testing, Code quality, Version control, Regression etc. as per Bank's tool availability.

- The 100 Man-days per year will be paid as per actual usage after completion of the work.
- For calculation of actual Man-days Function Point Analysis (FPA) method will be followed
- Bank at its discretion may decide not to procure any of the above line items.
- Enterprise License would mean - Unlimited Client License for Bank Branches in India & International territories, present & future subsidiaries, and associates both domestic & international and present & future RRBs
- Details to be provided for any commercial against the component required but not provisioned in Sr no 1-12.
- Implementation cost will include implementing of the new solution
- Bidder will be required to submit the year wise and item wise breakup of all the items quoted under Serial Numbers 1-12. Bank may opt for using its own licenses for database, middleware, or any other components wherever feasible. Bidder will be required to reduce the cost of components provided by the Bank.
- In case any bidder quotes open-source software for any requirement given in the RFP, then it is mandatory for the bidder to quote rightful subscription and support charges to ensure compliance with the service levels defined in the RFP.
- All the software component should mandatorily be Enterprise License with Back to Back OEM Support.
- Beta version, Community support of any Software should not be quoted by the Bidder.

#### Terms & Conditions:

- i. For each of the above items provided the vendor is required to provide the cost for every line item where the vendor has considered the cost in Bill of Material (BOM), Bank reserves the right to implement or drop any of the above listed items without assigning any reason.
- ii. For each of the above items provided the vendor is required to provide the cost for every line item where the vendor has considered the cost in BOM
- iii. If the cost for any line item is indicated as zero, then it will be assumed by the Bank that the said item is provided to the Bank without any cost
- iv. The price quoted for the project should be an all-inclusive price including any taxes, expenses and levies but excluding GST and is a fixed price.
- v. Bank will deduct applicable TDS, if any, as per the law of the land.
- vi. The quoted fixed cost against each item shall remain unchanged till the completion of the Project(s).
- vii. The base project location will be CBD Belapur, Navi Mumbai

- viii. The TCO in words is amount on which the commercial evaluation will be conducted.
- ix. All prices to be valid for a period of 5 years from the date of contract execution / signing.
- x. The Bank reserves the right to renew the contract post completion contract period and the commercials for the same will be discussed based on the scope of work.
- xi. Bidder should factor all your expenses like travelling, boarding, lodging etc. Apart from amount specified in Commercials, no other expenses will be paid by the Bank.
- xii. Bidder shall depute resources on-site of the project implementation location(s) for carrying out the task as specified in this document.
- xiii. The cost quoted is in fixed price and no increase in rate will be admissible by the Bank for whatsoever reasons during the contract period.
- xiv. The cost quoted also includes the cost of deliverables for all the phases of the Project.
- xv. Further, we confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document.
- xvi. Fee is payable only on actual availing of services and no minimum or fixed fees are payable.
- xvii. Bidder is expected to provide detail bill of material along with the commercial proposal for the proposed hardware and appliances.
- xviii. Additional per Man-day rates (applicable in case of enhancement of scope in future). The same will be as per Sr. No 11 of Table 1 for the respective year and mutually agreed terms thereafter.

Date & Place

Seal, Signature &  
Designation of the Bidder

*Supply, Installation, Implementation, Maintenance and Support of Integrated Wealth Management Solution*

*- Tender No. CO: DIT: PUR: 2023-2024:391*

**Annexure V: Bidder's Information**

S. No.	Particulars	Details
1	Name of bidder	
2	Constitution	
3	Address with Pin code	
4	Authorized Person for bid	
5	Contact Details (Mail id & Mob No)	
6	Years of Incorporation	
7	Number of years of experience	
8	Turnover (In Rs.) 2020-21, 2021-22, 2022-23**	
9	Profits (In Rs.) 2020-21, 2021-22, 2022-23**	
10	Whether OEM or authorized distributor	
11	Number of service outlets across India	
12	Good and Service Tax Number	
13	Income Tax Number	
14	Whether direct manufacturer or authorized dealers	
15	Name and Address of OEM	
16	Brief Description of after sales service facilities available with the bidder.	
17	Whether all RFP terms & conditions complied with.	

\*\* In case not available, then Company's Statutory CA certified

Date & Place

Seal, Signature &  
Designation of the Bidder

## **Annexure VI: Letter for Conformity of Product as per RFP**

Date:

To,  
General Manager - IT (Digital),  
Cent Neo, Central Bank of India,  
CBD Belapur, Navi Mumbai – 400614

Sir,

Sub: Tender No. CO: DIT: PUR:2023-24:391

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

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

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

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

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

Date & Place

Seal, Signature &  
Designation  
of the Bidder



## **Annexure VII : Pro-forma for Deed of Indemnity**

This deed made on the \_\_\_\_\_ day of \_\_\_\_\_, 2023 BETWEEN \_\_\_\_\_ a Company incorporated under the Companies Act, 1956/2013 having its registered office at \_\_\_\_\_ (hereinafter referred to as "the Indemnifier" which expression shall unless excluded by or repugnant to the context, be deemed to mean and include its assigns, administrators and successors) of the ONE PART; AND Central bank of India a body corporate, constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, as amended from time to time having its Head Office Chander Mukhi, Nariman Point, Mumbai (hereinafter referred to as "the Bank/Bank", which expression shall unless excluded by or repugnant to the context be deemed to mean and include its assigns, administrators, and successors) of the OTHER PART WHEREAS

1. The Indemnifier has
    - A. Offered to Supply, Implementation, and Maintenance of Integrated Wealth Management Platform under CAPEX Model in terms of the Service Level Agreement (SLA) \_\_\_\_\_ dated during the entire contract period of \_\_\_\_\_ Years. The implementation and support services of software equipment by the Indemnifier is hereinafter referred to as "Supply and Support Services".
    - B. Agreed to install and provide comprehensive maintenance for the equipment, materials used and workmanship by them in terms of the Service Level Agreement (SLA) dated \_\_\_\_\_ and respective Purchase Order/s \_\_\_\_\_ issued from time to time, if required, at the discretion of the BANK. (The installation and maintenance are herein after collectively referred to as "Service/s").
    - C. Represented and warranted that the aforesaid supply/services offered to the BANK do not violate any provisions of the applicable laws, regulations or guidelines including legal and environmental. In case there is any violation of any law, rules, or regulation, which is capable of being remedied, the same will be got remedied immediately during the installation, maintenance, and contract period to the satisfaction of the BANK.
    - D. Represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such Service Level Agreement (SLA) with the BANK.
  2. One of the conditions of the aforesaid Agreement is that the Indemnifier is required to furnish an indemnity in favor of the BANK indemnifying the latter against all claims, losses, costs, actions, suits, damages and / or otherwise arising due to or on account of Obligor's violations of any trademarks, patents, copyrights and licenses, the applicable laws, regulations, guidelines during the Supply / Services to the BANK as also for breach committed by the Indemnifier on account of misconduct, omission and negligence by the Indemnifier.
  3. In pursuance thereof, the Indemnifier has agreed to furnish an indemnity in the form and manner and to the satisfaction of the BANK as hereinafter appearing.
- NOW THIS DEED WITNESSETH AS UNDER: -
- In consideration of the BANK having agreed to award the aforesaid contract to the Indemnifier, more particularly described and stated in the aforesaid SLA, the Indemnifier does hereby agree and undertake that: -

- The Indemnifier shall, at all times hereinafter, save and keep harmless and indemnified the BANK, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the BANK by whomsoever and all losses, damages, costs, charges and expenses that the BANK may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, notifications guidelines, on account of misconduct, omission and negligence and also from the environmental damages, if any, which may occur during the contract period.
- The Indemnifier further agrees and undertakes that the Indemnifier shall, during the contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, notifications, orders framed or issued by any appropriate authorities.
- The Indemnifier further agrees to provide complete documentation and data of all equipment/accessories and other software, they are having. The Indemnifier shall also indemnify and keep indemnified the BANK against any levies/penalties/claims/demands, litigations, suits, actions, judgments in this regard whether applicable under Indian Jurisdiction or Foreign Jurisdiction.
- If any additional approval, consent, or permission is required by the Indemnifier to execute and perform the contract during the currency of the contract, they shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.
- The obligations of the Indemnifier herein are irrevocable, absolute, and unconditional in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of the BANK or Indemnifier or any other circumstance whatsoever which might otherwise constitute a discharge or defense of an indemnifier.
- The obligations of the Indemnifier under this Deed shall not be affected by any act, omission, matter, or thing which would reduce, release the Indemnifier from any of the indemnified obligations under this indemnity or diminish the indemnified obligations in whole or in part, including in law, equity, or contract (whether known to it, or to the BANK).
- This indemnity shall survive the aforesaid Service Level Agreement (SLA).
- Any notice, request, or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the aforesaid Agreement and or as stated above.
- This indemnity shall be governed by and construed in accordance with the laws of India. The Indemnifier irrevocably agrees that any legal action, suit, or proceedings arising out of or relating to this indemnity may be brought in the Courts/Tribunals at

Mumbai city. Final judgment against the Indemnifier in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction by way of suit on the judgment/decree, a certified copy of which shall be conclusive evidence of the judgment/decree, or in any other manner provided by law. By the execution of this indemnity, the Indemnifier irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.

- The BANK may assign or transfer all or any part of its interest/claim herein to any other person. The Indemnifier shall not be entitled to assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of the BANK.
- Bank agrees and undertakes to indemnify Bidder and further undertakes to compensate Bidder in case of any claim accruing to Bidder on account of proven breach of licenses software, beyond the permitted purpose, by authorized officer of Bank.

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

Witness:

- 1) (Seal and Signature of indemnifier)
- 2) (Seal & signature of the authorized signatory of the Bank)

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

**Annexure VIII: Undertaking of Authenticity for Products Supplied**

Date:

To,  
General Manager - IT (Digital),  
Cent Neo, Central Bank of India,  
CBD Belapur, Navi Mumbai – 400614

Sir,

Sub: Tender No. CO: DIT: PUR:2023-24:391

With reference to RFP for Supply, Implementation, and Maintenance of Integrated Wealth Management Platform under CAPEX Model.

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

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

Yours faithfully,

Authorised Signatory

Designation

Company Name

**Annexure IX : Undertaking for Acceptance of Terms of RFP**

Date:

To,  
General Manager - IT (Digital),  
Cent Neo, Central Bank of India,  
CBD Belapur, Navi Mumbai – 400614

Sir,

Sub: Tender No. CO: DIT: PUR:2023-24:391

With reference to RFP for Supply, Implementation, and Maintenance of Integrated Wealth Management Platform under CAPEX Model

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

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

Yours faithfully,

Authorised Signatory

Designation

Company Name

**Annexure X: Manufacturer's Authorization Form**

Date:

To,  
General Manager - IT (Digital),  
Cent Neo, Central Bank of India,  
CBD Belapur, Navi Mumbai – 400614

Sir,

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

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

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

Yours faithfully,

Authorised Signatory

Designation

Company Name

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

### **Annexure XI: Integrity Pact**

Integrity pact between Central Bank of India hereinafter referred to as “The Principal”, And  
..... hereinafter referred to as  
“The Bidder/ Contractor”

#### **Preamble**

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

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

#### **Section 1 – Commitments of the Principal**

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

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

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

#### **Section 2 – Commitments of the Bidder(s)/ contractor(s)**

(1) The Bidder(s)/ Contractor(s) commits themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or



the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process orduring the execution of the contract.

- b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative must be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at Annexure 22.
  - e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose all payments he has made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3- Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or act as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings". (As given in the annexure- 22)

### **Section 4 – Compensation for Damages**

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award

according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 – Previous Transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Bank in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

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

- (1) The Bidder(s)/ Contractor(s) undertakes(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

### **Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)**

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

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

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

- of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality. In case of sub- contracting, the Principal Contractor shall take all responsibility of the adoption of Integrity Pact by the sub-contractor. In case of sub-contracting, the Principal Contractor shall take the responsibility of the adoption of the Integrity Pact by the sub-contractor.
- (4)The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5)As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action. Parties to this agreement agree that they shall not approach the courts while representing the matter to IEM and will await IEM's decision in the matter. Parties to this agreement agree that they shall not approach the courts while representing the matter to IEM and will await IEM's decision in the matter.
- (6)The Monitor will submit a written report to the Chairman & Managing Director, CENTRAL BANK OF INDIA within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (7)If the Monitor has reported to the Chairman & Managing Director CENTRAL BANK OF INDIA, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman & Managing Director CENTRAL BANK OF INDIA has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8)The word "Monitor" would include both singular and plural.

### **Section 9 – Pact Duration**

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

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman & Managing Director of CENTRAL BANK OF INDIA.

### **Section 10 – Other provisions**

- (1)This agreement is subject to Indian Law. Place of performance and jurisdiction is the

- Registered Office of the Principal, i.e., Mumbai.City
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.”

### **Section 11- FALL CLAUSE**

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

<b>Signed, Sealed and Delivered for the Principal</b>	<b>Signed, Sealed and Delivered for the Bidder</b>
Signature:	Signature: _____
Name:	Name: _____
Designation:	Designation: _____
Address:	Address: _____
Company:	Company: _____
Date:	Date: _____
<b>Company Seal</b>	<b>Company Seal</b>
<b>Witness I</b>	<b>Witness II</b>
Signature:	Signature: _____
Name:	Name: _____

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Designation:	Designation:
Address:	Address:
Company:	Company:
Date:	Date:

## **Annexure XII: Non-Disclosure Agreement**

This Agreement made at \_\_\_\_\_, on this \_\_\_\_\_ day of 2023 Between \_\_\_\_\_ a company incorporated under the Companies Act, 1956/2013 having its registered office at \_\_\_\_\_ (hereinafter referred to as “ ” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the ONE PART;

AND

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

The bidder and BANK are hereinafter individually referred to as party and collectively referred to as “the Parties”. Either of the parties which discloses or receives the confidential information is respectively referred to herein as Disclosing Party and Receiving Party.

WHEREAS:

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

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

### **1. Confidential Information**

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

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

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

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

## 2. Non-Disclosure

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

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

## 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 rights to 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.

a. Title & Proprietary Rights

Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface, or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol, or logo on such Confidential Information.

b. Return of Confidential Information

Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes, or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph. The obligation under this clause will not apply where it is necessary to retain any confidential information for the purpose as required by the law or for internal auditing purposes or electronic data stored due to automatic archiving or backup procedures.

c. 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.

d. Entire Agreement, Amendment and Assignment

This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes 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.

e. Governing Law and Jurisdiction

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

f. 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.

g. Indemnity

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

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

Signed, Sealed and Delivered for the Principal	Signed, Sealed and Delivered for the Bidder
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Address: _____	Address: _____
Company: _____	Company: _____
Date: _____	Date: _____
<b>Company Seal</b>	<b>Company Seal</b>
<b>Witness I</b>	<b>Witness II</b>
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Address: _____	Address: _____
Company: _____	Company: _____
Date: _____	Date: _____

### **Annexure XIII : Performance Bank Guarantee**

To,

Central Bank of India Mumbai

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

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

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

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

4) The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the purchaser in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of the purchaser under or by virtue of the said

contract have been duly paid and its claims satisfied or discharged or the purchaser certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.

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

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

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

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

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

10) Notwithstanding anything contained herein: -

- i) Our liability under this Bank Guarantee shall not exceed Rs------(Rupees only).
- ii) This Bank Guarantee shall be valid up to ;( date of expiry) and
- iii) We are liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (date of expiry of Guarantee)

iv) The claim period of 3 months will be available to Purchaser after expiry period.

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

Date this \_\_\_\_\_ day of \_\_\_\_\_ 2023 at -

For and on behalf of \_\_\_\_\_ Bank.

sd/-

**Annexure XIV: Bid Security (Earnest Money Deposit)**

To,  
General Manager - IT (Digital),  
Cent Neo, Central Bank of India,  
CBD Belapur,  
Navi Mumbai – 400614

Dear Sir,

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

Whereas the “Bidder” has submitted the proposal in response to RFP, we, the Bank having our head office \_\_\_\_\_ hereby irrevocably guarantee an amount of **Rs XXX,00,000.00 (Rupees XXX Lakh Only)** as bid security as required to be submitted by the Bidder” as a condition for participation in the said process of RFQ.

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

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

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed **Rs. XXX,00,000.00 (Rupees XXX Lakh Only)**
2. This Bank guarantee will be valid up to \_\_\_\_\_; and
3. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before \_\_\_\_\_.

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

Yours faithfully,

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

Bank Authorized Official

## Annexure XV: Technical Parameters for Evaluation

The technical bids will be evaluated as per below table

Sl. no	Category	Maximum Marks	Proportion
1	Credentials and experience	50	10%
2	Functional Feature Specification	100	20%
3	Robo-Advisory	50	10%
4	Technical Features	50	10%
5	Bidder Presentation	100	20%
6	Product Demo	150	30%
	<b>Total Marks</b>	<b>500</b>	<b>100%</b>

### 1. Credentials and experience

Bidders credentials in implementation of Integrated Wealth Management Platform across banks in India or abroad.

The platform should be operational for minimum of 1 years as on the date of bid submission. Bidders should have implementation experience for the Integrated Wealth Management platform across the areas of

- Onboarding of customers
- Payments
- Reports
- Help & Grievance

Bidders/OEM should provide certificate from the Bank or copy of Purchase Order / Contract to the effect that the solution is implemented and working satisfactorily.

### 2. Functional feature specification

Please mark against each of the feature points as per below abbreviation and to be submitted along with the Bid.

Abbreviations	Full Form
A	Available in the product without customization
C	Will be provided with customization
NA	Not Available



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Feature**	Sub-Feature	Available=A Customization =C Not Available= NA	remarks
On boarding and KYC	Digital on boarding and KYC along with e-sign facility in line with regulatory guidelines including KRA check.		
Customer Details	i. View/update customer details		
	ii. View/update KYC		
	iii. View risk profile for existing customers		
Risk Profiling	Understand customer's risk profile through in-app intuitive, graphical questionnaire/survey:		
	<b>Illustrative list of data points that can be collected:</b>		
	i. Age		
	ii. Income details		
	iii. Loan details		
	iv. Insurance details		
	v. Existing investment - Stocks, MF etc.		
	vi. Family/Dependent information		
	vii. Spend details		
	viii. Others - cash, property, jewellery, chit fund		
	Menu driven, simple ability to change questions, logic and target portfolios		
	Auto triggering of risk profiler for re-evaluation based on validity period		
	Ability to throw out exceptions to Relationship Manager/Controller if the portfolio suggested is not in line with the Risk Profile (real time/report)		
Explore Mutual Funds	<b>Explore mutual funds:</b>		
	i. Funds according to the risk profile of the customer		
	ii. Explore by categories like Equity, debt, hybrid, FoF, gold mutual funds		
	iii. Explore by sub-categories:		
	Equity: Large cap, mid-cap, small-cap, flexi-cap, etc		
	Debt: Overnight, low duration, long duration, etc		
	Hybrid: Aggressive Hybrid, conservative hybrid, etc		
	iv. Explore by properties of the MF: high growth funds, tax saving funds, NFO		
	v. Top performing funds		
	vi. Explore funds by mutual fund houses		
	vii. Explore funds by sectors and themes like ESG, finance, healthcare, technology etc		
	<b>New Fund Offer: Show offer on new funds with type and category of fund</b>		
	Option to show ELSS and other tax saving fund along with Expected return within customisable time period		
Search Mutual Funds	<b>Option to search for Mutual Funds by name of fund, category, mutual fund house, etc</b>		

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	Provide search capabilities throughout the app and web with option to search:		
	- Categories of investments		
	- Individual funds, fund houses		
	- Demo videos, articles		
	- Others		
<b>Sort/Filter Mutual Funds</b>	Option to sort mutual funds by alphabetical order, returns, consistency, expense ratio, etc		
	Option to filter mutual funds by risk rating, fund size, fund houses, etc		
<b>Fund Overview</b>	<b>Provide individual fund overview but not limited to :</b>		
	i. NAV as on today's date		
	ii. Returns (option to check for different time frames)		
	iii. Minimum investment requirement		
	iv. Ratings given by rating agencies		
	v. Expense ratio		
	vi. AUM		
	vii. Lock-in		
	viii. Fund age		
	ix. Exit load		
	Show performance of the mutual fund over time using graphs with customisable time period, comparison with market indices performance		
<b>Buy mutual fund</b>	<b>Customer should be able to set the following while buying a mutual fund:</b>		
	i. Type: SIP/lumpsum		
	ii. Investment amount		
	iii. SIP date		
	iv. Number of SIPs/tenure of SIP		
	v. Option to modify SIP Date and Amount		
<b>Nominee</b>	Option to add/modify nominee for the MF investment		
<b>Transfer/Withdrawal/redeem</b>	i. Withdraw/Sell MF by units/amount		
	ii. Switch MF/STP (Systematic Transfer Plan)		
	iii. Redeem MF/ SWP (Systematic Withdrawal Plan)		
	iv. Indicating Tax implications (LTCG and STCG) on withdrawal and generate reports		
<b>Payment Modes</b>	<b>The customer should be able to pay using:</b>		
	i. Debit/credit card		
	ii. Netbanking		
	iii. UPI		
	iv. SI/NACH		
	v. Others		
<b>Asset Allocation Model</b>	Suggest asset allocation based on the risk profile and goals of the customer:		
	Recommend overall asset allocation in Stocks, ETFs, MFs, Bonds, Gold, etc		

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	Option for customers to directly purchase the recommended products on the wealth management platform, such as Basket of MFs, NPS, PPF, etc		
Holdings of Mutual Funds	<b>Show holdings of the mutual fund:</b>		
	i. Asset allocation across equity, debt, others		
	ii. Top/all holdings with percentage split		
	iii. Top/all sectors with percentage split		
Returns Calculator	<b>Option for the customer to calculate growth of investment in the mutual fund based on the past return</b>		
	i. Set type of investment (SIP, lumpsum), amount, time period		
	ii. Calculate profit/loss on the investment, CAGR, value today,		
	<b>Provide the following calculator tools to the customers:</b>		
	i. SIP Calculator (future value of investment, SIP amount needed for reaching goal amount)		
	ii. NPS calculator (maturity value based on investment strategy, investment needed for goal)		
	iii. CAGR calculator (expected returns based on investment and maturity amount)		
	iv. Other calculator tools		
Portfolio Analysis	<b>Show summary of customer investments:</b>		
	i. Total value of investments as of today		
	ii. Change over previous day (in absolute/percentage)		
	iii. Amount invested		
	iv. Overall P&L, unrealised gains, %returns		
	v. Individual holding performance: Amount invested, current gain/loss, return %, etc		
National Pension Scheme (NPS)	i. Customer Details/Profile Management including KYC registration and FATCA /CRS certification		
	Subscriber Type selection ( Individual or Corporate)		
	Scheme Details and Selection along-with Scheme change option		
	Nomination management		
	v. Invest option – Lump-sum and Periodic		
	Withdrawal option – Lump-sum and Scheme-wise		
	Other menus like but limited to :- E-PRAN generation, Viewing recent contributions, customised reports, Grievance reporting and handling, etc.		
Financial Advisory	<b>Financial health check:</b>		
	i. Provide a financial health score and CIC score		
	ii. Analysis of the existing portfolio to identify underperforming investments, volatility, credit risk, exposure, portfolio overlap, etc		
	iii. Section based suggestions and rating e.g. investments, savings, medical coverage		
	<b>Personalized insights and advisory based on aggregated data- e.g.</b>		
	i. to save on EMI, by back calculating existing loan ROI from Account aggregator data		

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Refer	<b>Refer the app through:</b>		
	- Copy link		
	- SMS		
	- Whatsapp		
	- Social media, etc		
Dashboard	<b>Dashboard on the landing page showing the overall investment portfolio/journey of the customer:</b>		
	- Net worth		
	- Total investments		
	- Breakup of investments by category (MF, NPS, Bonds, etc)		
	- Upcoming investments		
	- P&L analysis		
	- Return %		
	- Past transactions		
Watchlist	Create (Customizable AMC wise , Fundwise, Market capwise .etc) watchlist of products to track returns, performance, etc		
	Show recently viewed products		
Use as collateral	Facilitate use of investment products as collateral		
	eg: loan against sovereign gold bonds, loan against mutual funds, bonds, etc		
Proofs and Certificates	<b>Option to download/email tax proof filtered by financial year/quarter:</b>		
	i. 80C ELSS Statement		
	ii. Capital Gain - Mutual Fund		
	iii. Tax P&L		
	iv. TDS Certificate		
	The system should provide output format to be generated in MS Word, MS Excel, Adobe		
	Acrobat PDF, HTML, XML, CSV etc. and any format needed in future.		
Reports	<b>All types of Transaction, Portfolio Reports pertaining to customers including but not limited to:</b>		
	i. Holding reports		
	ii. Historic holdings		
	iii. Gain/Loss Reports, Unrealized and Realized Gain / Loss for specific period		
	iv. Detailed transaction reports, external transaction reports (held away assets)		
	v. Portfolio deep dive		
	vi. Asset allocation for portfolio.		
	Reports should be available for customizable date ranges since inception.		
Transactions	<b>Provide dashboard but not limited to the following details:</b>		
	i. Recent transactions		
	ii. Successful, failed, in-progress transactions		
	<b>View/manage transactions:</b>		

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Help, Grievance and Customer Feedback	i. View past transactions		
	ii. Filter based on type of transaction, investment, timeline, etc		
	iii. Download transaction reports and summary		
	iv. Share transaction reports through email, social media, etc		
	<b>Support features- pre &amp; post login-</b>		
	i. Contact us information		
	ii. FAQs/Queries		
	iii. Call back facility		
	iv. Watch demos on functionalities		
	v. Walk-through of the app features		
	<b>Collect customer feedback</b>		
	i. Rating of the services at regular intervals, post completing a transaction, etc.		
	ii. Feedback survey		
	iii. NPS		
	<b>Submit complaints (all types)</b>		
	<b>Track/view reported issues</b>		
Others	<b>Digital journey for the following investment options:</b>		
	i. PMS (Portfolio management System)		
	ii. AIF (Alternative Investment Fund)		
	iii. SGB, PPF, Govt. Sponsored Schemes, etc.		

**\*\* Indicative Features of Wealth Management Modules (reference Section 11.7 of RFP).**

Scores for Functional Evaluation will be normalized to a maximum of 100 using the following formula:

$$\text{Bidder Score} = (\text{Marks obtained by Bidder} / \text{Maximum Marks}) * 100$$

### 3. Robo Advisory

Please mark against each of the feature points as per below abbreviation and to be submitted along with the Bid.

Abbreviations	Full Form
A	Available in the product without customization
C	Will be provided with customization
NA	Not Available

Feature	Sub-Features	Available=A Customization =C Not Available= NA	remarks
1. Personalized Financial Advisory	Suggest and invest in Mutual Fund mix with percentage allocation of funds as per risk profile of customers		
2. Goal Based Investment	Add/Update/Delete Goal		
	Goal calculator:		
	i. Current valuation of goal		
	ii. Expected inflation		
	iii. Tenure		
	iv. Mode of investment - Lump sum/SIP		
	Goal tracking:		
	i. Corpus required		
	ii. Current investment		
	iii. Fund growth analysis		
	iv. Days to completion		
	Comprehensive historical representation of suggested Mutual Funds for goal		
	Inform investors for entering or increasing allocation or exiting/stopping SIP/investments based on market conditions and risk profile of customers		
3. Rebalancing	Suggest and invest in Mutual Fund mix with percentage allocation of funds for achieving goal		
4. Tax Saving Advisory	Questionnaire to understand the current tax savings investments of the customer		
	Suggest additional investments that the customer can undertake to maximise tax savings:		
	- Example: NPS investment, ELSS investment, etc		
	Tax saving Dashboard:		
	- Current tax savings		
	- Possible additional savings		
	- Recommendations to improve tax savings		

Scores of Robo-Advisory will be normalized to a maximum of 50 using the following formula:

$$\text{Bidder Score} = (\text{Marks obtained by Bidder} / \text{Maximum Marks}) * 100;$$

#### 4. Technical features

Please mark against each of the feature points as per below abbreviation and to be submitted alongwith the Bid.

Abbreviations	Full Form
A	Available in the product
C	Will be provided with customization
NA	Not Available

Sl. No	Category	Technical Specifications	Available=A Customization =C Not Available = NA	Remarks
1	General	The solution should be agnostic to all Operating systems, Browsers and Devices like Mobiles, Tablets etc.		
2		User access control: Platform meets all authentication and authorization requirements like role-based access model, multi factor authentication, integration with Bank's security systems, other requirements listed in the RFP		
3		Platform is scalable to meet required performance metrics listed in Key Metrics section of the RFP.		
4	Service Level Agreement	Solution Availability :The solution should provide High Availability with a minimum uptime time of 99.95% with response time of <3 seconds supporting expected TPS stipulated by the bank.		



5	Data Authorization	The solution should have strong authorization controls and have controls for prevention against unauthorized data access and distribution.		
6	Data Privacy	The solution partner to ensure strict adherence to data privacy policy and regulations of the Bank.		
7	Data Security	The proposed solution should comply with PA-DSS guidelines/standards and OWASP top 10 with VAPT certified by a registered entity		
8		The solution should , from time to time , comply with new rules of RBI. SEBI. IBA. MF. TRAI. Govt. of India. NPCI. AMFI and other Regulators for Wealth product purchase services at no extra cost to bank.		
9		The proposed solution should implement fraud check and provide relevant alerts.		
10		Standard Secure coding practices/data masking of critical fields must have been followed in application.		
11		The solution partner to implement all the practices and systems required for data security of bank clients.		
12		Encryption of all PII/SPDI Data at rest, motion and in use. Payload encryption should be available in Application.		

13		Encrypts data in transit and at rest through minimum AES256 or TLS 1.3 certificates (generated or provided by the Bank), or other best-in-class security architecture. However, should be backward compatible with lower TLS versions.		
14		The solution partner should ensure that Password policy as per bank's Information Security policies and guidelines.		
15		The proposed solution should be on microservices based architecture compatible with Kubernetes based container platforms deployable on Red Hat Openshift.		
16	Architecture	The solution platform should support Gitlab CI/CD pipeline		
17		Platform's data architecture conforms to Bank's standards and capable of bidirectional integration with bank's existing data warehouse platform.		
18		The platform should be capable to integrate with log aggregation tools like Appnomics HEAL, ELK etc., and application performance monitoring tools such as Appnomics HEAL, Newrelic, Dynatrace etc.		
19	Integration	External Integration :The Platform should provide well defined and well documented Open APIs which can be exposed to		

*Supply, Installation, Implementation, Maintenance and Support of Integrated Wealth Management Solution*

*- Tender No. CO: DIT: PUR: 2023-2024:391*

		3rd Party Fintechs.		
20		Internal Integration :Platform has capability to integrate with bank's internal systems like core banking system, CRM, lending platform, ledger etc., via APIs, webservices, TCP/IP based integrations		
21		The Solution provider should provide cross platform support and integration via API / Web Services or via SDK with other Apps.		
22		The solution should have technical capabilities to build the desired UI/UX elements on the front end based on the finalized UI/UX design		
23		The platform solution should cater for a separate API layer (API-first architecture) which is de-linked from the UI layer having API first approach with inherent support for authentication modes like OAuth 2.0 etc.		
24		The solution should trigger automated alerts & notifications to customers and relevant Bank users in case of drop off or in case of exceptions.		
25		The solution provides audit, event/click stream data, transaction logging etc. for integration with existing APM, SIEM or other system required by Bank.		

26	Reports	<p>The solution should provide configurable on-demand, real time reports, reconciliation data files, dashboards, etc. as per the needs and specifications of the Bank.</p> <p>The reports should be in excel, CSV, PDF, TXT in CIMS (All customer reports as well as Business MIS's) etc.</p>		
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Scores for Technical Evaluation will be normalized to a maximum of 50 using the following formula:

$$\text{Bidder Score} = (\text{Marks obtained by Bidder} / \text{Maximum Marks}) * 100;$$

## 5. Bidder Presentation

Presentation will be scored against the following criteria:

- Understanding of scope and proposed approach
- Mutual Fund functional features and capabilities
- Wealth management functional features and capabilities (NPS, SGB, PPF, Govt. Sponsored Schemes).
- Robo-advisory Functionality and its capabilities.
- AUM handled by the solution provided post Go-live.
- No. of customer handled by the solution seamlessly.
- Bidders' capability in terms of technological solution and scope to customise solution, features available out of box.
- User experience of journeys, UI/UX of platform.
- Bidders' experience, partner SCBs/NBFCs, etc
- Implementation plan to meet the expected milestones and timelines
- Bidder's team profile and planned dedicated team for our project
- Case studies on implementation in other banks
- Bidder's unique value proposition
- Response to questions

Maximum 100 Marks for the above parameters

## 6. Product Demo

Demo should cover the following scope in addition to key differentiators of the product or

anything other feature which the bidder wants to cover within the allocated time:

- Onboarding and KYC journey
- Digital platform: landing page, discovery and transaction of mutual funds, reports, portfolio analysis, and dashboard
- Robo-Advisory journey: algorithm-based portfolio recommendations, personalized goal-based mapping, models for asset allocation
- Admin module: maker checker capability, ability to configure risk categories, mutual funds displayed, etc.
- Branch/RM module: assisted journey, 360 degree view of customers, data-driven nudges for RMs, etc.
- User experience (UI/UX), general navigation, visual clarity and appeal

Maximum 150 Marks for the above parameters

**Annexure XVI: Bidder's Particulars**

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

Signature

Name:

Designation:

Seal of Company

Date:

### **Annexure XVII: NPA Undertaking**

(Pro forma of letter to be given by all the bidders participating RFP for Supply, Implementation, and Maintenance of Integrated Wealth Management Platform under CAPEX Model on their official letterhead)

Date:

To,  
General Manager - IT (Digital),  
Cent Neo, Central Bank of India,  
CBD Belapur,  
Navi Mumbai – 400614

Sir,

Sub: RFP for Supply, Implementation, and Maintenance of Integrated Wealth Management Platform under CAPEX Model

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

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

Yours faithfully,

Authorized Signatory Designation

Bidder's corporate name



**Annexure XVIII: Undertaking letter (Land Border Sharing)**

(Pro forma of letter to be given by all the bidders participating in the RFP for Supply, Implementation, and Maintenance of Integrated Wealth Management Platform under CAPEX Model on their official letterhead)

Date:

To,  
General Manager - IT (Digital),  
Cent Neo, Central Bank of India,  
CBD Belapur,  
Navi Mumbai – 400614

Sir,

Sub: RFP for Supply, Implementation, and Maintenance of Integrated Wealth Management Platform under CAPEX Model

Dear Sir/Madam,

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

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

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

Strike off whichever is not applicable

1 “I/we have read the clause regarding restrictions on procurement from a bidder of the country which shares a land border with India; I/ we certify that \_\_\_\_\_ is not from such a country.

2 “I/we have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I/we certify that \_\_\_\_\_ is from such a country. I hereby certify that \_\_\_\_\_ fulfils all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached]”

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

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

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

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

Dated this \_\_\_\_\_ by \_\_\_\_\_ 20

Yours faithfully,

Authorized Signatory Name:

Designation:

Bidder's Corporate Name:

Address:

Email & Phone No.:

List of documents enclosed:

Copy of Certificate of valid registration with the Competent Authority (strike off if not applicable)

**Annexure XIX : Cover Letter**

Date:

To,  
General Manager - IT (Digital),  
Cent Neo, Central Bank of India,  
CBD Belapur,  
Navi Mumbai – 400614

Dear Sir/Madam,

Having examined the Scope Documents including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, install, and maintain all the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Scope Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Scope.

If our Bid is accepted, we undertake to abide by all terms and conditions of this Scope and to comply with the delivery schedule as mentioned in the Scope Document.

We agree to abide by this bid Offer for 180 days from date of bid (Commercial Bid) opening and our Offer shall remain binding on us which may be accepted by the Bank any time before expiry of the offer.

This Bid, together with your written acceptance thereof and 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 subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We certify that we have provided all the information requested by the bank in the format prescribed for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Authorized Signatory

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

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

## Annexure XX: Comments on T&C

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

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

Sr. No.	Page#	Point / Section #	Clarification points as stated in the tender document	Comment/ Suggestion/ Deviation

Date:

Authorized Signatory & Stamp

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

### Annexure XXI: Pre- Bid Query Format

Queries:

Sr. No.	Page#	Point Section # /	Query	Banks Response (Bidder Shouldnot fill in this column)

Date:

Authorized Signatory & Stamp

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

### **Annexure XXII: Eligibility Criteria Compliance**

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

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

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

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

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

reference of 'item/product' in the CVC guidelines refer to 'the final solution that bidders will deliver to the customer.

- If an agent submits bid on behalf of the Bidder /OEM, the same agent shall not submit a bid on behalf of another Bidder /OEM in the same RFP for the same item/product.'

Authorized Signatory

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

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



### **Annexure XXIII : Guidelines on Banning of Business Dealing**

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

1.1. There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with CENTRAL BANK OF INDIA shall apply for registration in the prescribed Application –Form.

1.2. Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by CENTRAL BANK OF INDIA.

1.3. Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working based on salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order

#### **2.0. DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA. IF ANY.**

2.1. Tenderers of Foreign nationality shall furnish the following details in their offer:

- The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Bank, it shall be confirmed whether it is real substantial Bank and details of the same shall be furnished.
- The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.
- Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by CENTRAL BANK OF INDIA in Indian Rupees only.

2.2. Tenderers of Indian Nationality shall furnish the following details in their offers:

- The name and address of the foreign principals indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
- The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.
- Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by CENTRAL BANK OF INDIA in India in equivalent Indian Rupees on

satisfactory completion of the Project or supplies of Stores and Spares in case of operation items .

2.3. In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4. Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by CENTRAL BANK OF INDIA. Besides this there would be a penalty of banning business dealings with CENTRAL BANK OF INDIA or damage or payment of a named sum.

#### Sr. Contents

1. Introduction
2. Scope
3. Definitions
4. Initiation of banning / suspension
5. Suspension of business dealing
6. Ground on which banning of business dealings can be initiated
7. Banning of business dealings
8. Removal from list of approved agencies –suppliers/contractors
9. Show-cause notice
10. Appeal against the competent authority
11. Review of the decision by the competent authority
12. Circulation of names of agencies with whom business dealings have been banned

#### 1. Introduction

- 1.1. Central Bank of India, being a Public Sector Enterprise and ‘State’, within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. CENTRAL BANK OF INDIA has also to safeguard its commercial interests. CENTRAL BANK OF INDIA deals with Agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of CENTRAL BANK OF INDIA to deal with Agencies who commit deception, fraud, or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on CENTRAL BANK OF INDIA to observe principles of natural justice before banning the business dealings with any Agency.
- 1.2. Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

## 2. Scope

- 2.1. The General Conditions of Contract (GCC) of CENTRAL BANK OF INDIA generally provide that CENTRAL BANK OF INDIA reserves its rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.
- 2.2. Similarly, in case of sale of material there is a clause to deal with the Agencies / customers/ Buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same may be incorporated.
- 2.3. However, absence of such a clause does not in any way restrict the right of Bank (CENTRAL BANK OF INDIA) to take action / decision under these guidelines in appropriate cases.
- 2.4. The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 2.5. These guidelines apply to all the Units and subsidiaries of CENTRAL BANK OF INDIA.
- 2.6. It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.
- 2.7. The banning shall be with prospective effect, i.e., future business dealings.

## 3. Definitions

In these Guidelines, unless the context otherwise requires:

- i) 'Party / Contractor / Supplier / Purchaser / Customer/Bidder/Tenderer' shall mean and include a public limited Bank or a private limited Bank, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Party / Contractor / Supplier / Purchaser / Customer/ Bidder / Tenderer' in the context of these guidelines is indicated as 'Agency'.
- ii) 'Inter-connected Agency' shall mean two or more companies having any of the following features:
- a) If one is a subsidiary of the other.
  - b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common.
  - c) If management is common.
  - d) If one owns or controls the other in any manner.

iii) 'Competent Authority' and 'Appellate Authority' shall mean the following:

- a) For Bank (entire CENTRAL BANK OF INDIA) wide Banning Executive Director (GAD) shall be the "Competent Authority" for the purpose of these guidelines. Chairman & Managing Director, CENTRAL BANK OF INDIA shall be the "Appellate Authority" in respect of such cases except banning of business dealings with Foreign Suppliers of imported coal/coke.
  - b) For banning of business dealings with Foreign Suppliers of imported goods, CENTRAL BANK OF INDIA Executive Directors' Committee (EDC) shall be the "Competent Authority". The Appeal against the Order passed by EDC, shall lie with Chairman & Managing Director, as First Appellate Authority.
  - c) In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach CENTRAL BANK OF INDIA Board as Second Appellate Authority.
  - d) For Zonal Offices Only Any officer not below the rank of Deputy General Manager appointed or nominated by the Head of Zonal Office shall be the "Competent Authority" for the purpose of these guidelines. The Head of the concerned Zonal Office shall be the "Appellate Authority" in all such cases. e) For Corporate Office only For procurement of items/ award of contracts, to meet the requirement of Corporate Office only, Head of GAD shall be the "Competent Authority" and concerned Executive Director (GAD) shall be the "Appellate Authority".
  - e) Chairman & Managing Director, CENTRAL BANK OF INDIA shall have overall power to take suo- moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.
- iv) 'Investigating Department' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.
- v) 'List of approved Agencies - Parties / Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers shall mean and include list of approved / registered Agencies - Parties/ Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers, etc.

#### 4. Initiation of Banning / Suspension

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

## 5. Suspension of Business Dealings

- 5.1 If the conduct of any Agency dealing with CENTRAL BANK OF INDIA is under investigation by any department (except Foreign Suppliers of imported goods), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.
- 5.2 The order of suspension shall be communicated to all Departmental Heads within the Plants / Units. During the period of suspension, no business dealing may be held with the Agency.
- 5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of CENTRAL BANK OF INDIA, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to ED (GAD), CENTRAL BANK OF INDIA Corporate Office along with the material available. If Corporate Office considers that depending upon the gravity of the misconduct, it would not be desirable for all the Units and Subsidiaries of CENTRAL BANK OF INDIA to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the Units by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue.
- 5.5 For suspension of business dealings with Foreign Suppliers of imported goods, following shall be the procedure:-
- Suspension of the foreign suppliers shall apply throughout the Bank including Subsidiaries.
  - Based on the complaint forwarded by ED (GAD) or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of CENTRAL BANK OF INDIA to continue

to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director, GAD to place it before Executive Directors Committee (EDC) with ED (GAD) as Convener of the Committee. The committee shall expeditiously examine the report, give its comments/recommendations within twenty-one days of receipt of the reference by ED, GAD.

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

6.13 Continued poor performance of the Agency in several contracts.

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

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

## 7. Banning of Business Dealings

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

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

- i) To study the report of the Investigating Agency and decide if a prima-facie case for Bank- wide / Local unit wise banning exists, if not, send back the case to the Competent Authority.
- ii) To recommend for issue of show-cause notice to the Agency by the concerned department.
- iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
- iv) To submit final recommendation to the Competent Authority for banning or otherwise.



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

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

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

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

- Banning of the agencies shall apply throughout the Bank including Subsidiaries.
- Based on the complaint forwarded by ED (GAD) or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of CENTRAL BANK OF INDIA to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director, GAD to place it before Executive Directors' Committee (EDC) with ED (GAD) as Convener of the Committee.
- The committee shall expeditiously examine the report, give its comments/recommendations within twenty-one days of receipt of the reference by ED, GAD.
- If EDC opines that it is a fit case for initiating banning action, it will direct ED (GAD) to issue show- cause notice to the agency for replying within a reasonable period.
- On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by ED (GAD) to EDC for consideration & decision.
- The decision of the EDC shall be communicated to the agency by ED (GAD).

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

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

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

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

#### 9. Show Cause Notice

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

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

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

- a) For exonerating the Agency if the charges are not established.
- b) For removing the Agency from the list of approved Suppliers / Contractors, etc. c) For banning the business dealing with the Agency.

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

#### 10. Appeal against the Decision of the Competent Authority

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

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

#### 11. Review of the Decision by the Competent Authority

Any petition / application filed by the Agency concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Competent

Authority upon disclosure of new facts/ circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee/EDC as the case may be for examination and recommendation.

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

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

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

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

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

#### **Annexure XXIV: List of Hardware and Software Components**

Date:

To,

General Manager - IT (Digital),

Cent Neo, Central Bank of India,

CBD Belapur, Navi Mumbai – 400614

Dear Sir,

Subject: List of Software and Tools required for implementation of RFP XXX/2022-23 for Omni- channel Integrated Wealth Management Platform - Supply, Implementation and Maintenance under CAPEX Model

The below software is proposed for implementation of scope mentioned in RFP.

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

\* No open source software component will be considered in the solution without Enterprise License and OEM's Support

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

\*\*\* Beta version, Community support of any Software should not be quoted by the Bidder.

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

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

Date:

Place:

Signature of Authorized Signatory: Name of Signatory:

Designation:

Seal of Company:

**Annexure XXV: Undertaking for 5 Year Roadmap**

Date:

To,

General Manager - IT (Digital),

Cent Neo, Central Bank of India,

CBD Belapur, Navi Mumbai – 400614

Sir,

Ref.: RFP XXX/2023-24 for Omni-channel Integrated Wealth Management Platform -  
Supply, Implementation and Maintenance under CAPEX Model

We, hereby confirm that as a prime bidder and the product provider, would deliver, install, and maintain the Omni-channel Integrated Wealth Management Platform solution. We also commit to support the solution for a minimum period of 5 years and further period of another 2 years if extended.

Authorized Signatory Name:

Designation:

Vendor's Corporate Name:

Address:

Email and Phone:

### **Annexure XXVI : Proposed Team Profile**

S.NO.	Type of work	Name of team members	Qualification & certification	Previous Banks where team member was associated	Duration Of team member association	No. of yearsof experience

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

Place:

Date:  
bidder

Seal and signature of the

### **Annexure XXVII : Format For Local Content**

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

#### **CERTIFICATION FOR LOCAL CONTENT**

Date:

To,  
General Manager - IT (Digital),  
Cent Neo, Central Bank of India,  
CBD Belapur, Navi Mumbai – 400614

#### **Ref.: RFP XXX/2023-24 for Omni-channel Integrated Wealth Management Platform - Supply, Implementation and Maintenance under CAPEX Model**

Bidder Name:

This is to certify that proposed RFP xxxx/2023-24 for Integrated Wealth Management Platform - Supply, Implementation and Maintenance under CAPEX Model is having the local content of \_\_\_\_\_% as defined in the above-mentioned RFP and amendment thereto.

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

Signature of Statutory Auditor/Cost Auditor Registration Number:

Seal

Countersigned by the bidder:

Bidder – (Authorized Signatory)



### **Annexure XXVIII : Undertaking Of Information Security**

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

Date:

To,  
General Manager - IT (Digital),  
Cent Neo, Central Bank of India,  
CBD Belapur, Navi Mumbai – 400614

Sir,

Subject: RFP xxxxxx/2023-24 for Integrated Wealth Management Platform - Supply, Implementation and Maintenance under CAPEX Model

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

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

Authorized Signatory Name:

Designation:

Bidder's Corporate Name Address:

Email and Phone:

\*\*\*\*\*

### Annexure XXIX : Hardware Requirements

DC			
	Number of virtual Cores	Memory in GB	Storage in GB
Server 1			
Server 2			
.			
.			
DRC			
	Number of virtual Cores	Memory in GB	Storage in GB
Server 1			
Server 2			
.			
.			
UAT			
	Number of virtual Cores	Memory in GB	Storage in GB
Server 1			
Server 2			
.			
.			
Pre- Production			
Server 1			
Server 2			
.			
.			

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

Place:

Date:

Seal and signature of the bidder

## **Annexure XXX: Indicative/ Non-exhaustive feature list for Trusteeship functionality**

### **Debenture Trusteeship**

- Wherever any Company issues the Debenture / Bonds for a period 18 months & over, it needs to compulsorily appoint Debenture / Bond Trustee
- Debenture Trustee services include creation of security within stipulated time, effective handling of investor complaints and proficient settlement of clearances on behalf of debenture holders in event of further borrowings by the Issuer
- To hold the Security/Charge on behalf of debenture holders and hold the security documents in safe custody.
- To advise Issuer Company on the mode of creation of Security & registration of Debenture Trust Deed.
- Enforcement of Security in the interest of the debenture holders (in case of default).
- Vetting of Documents.
- Facilitating documentation, exercising due diligence and timely creation of security for debt securities.
- Monitoring of payment of interest/redemption of principal.
- Monitoring security cover and other financial covenants.
- Dissemination of rating revision/ payment of interest/ redemption information by disclosing on Trustee's website/ with Credit Rating Agencies/ Stock Exchanges.
- Ascertain that the debentures have been converted or redeemed in accordance with the conditions under which they were offered to the investors.
- Enforcement of security as per terms of issue/ regulatory guidelines.
- Appoint a nominee director on the Board of the Issuer in case of event of default.
- Exercise due diligence to ensure compliance with the provisions of the Companies Act, 2013, the SEBI Regulations and the debenture trust deed by the Issuer.

### **Securities Trusteeship**

- Security Trusteeship is a contractual arrangement amongst Borrower, Lenders (Who are Banks, Financial Institutions & NBFCs) and the Security Trustee. This arrangement is established by executing a document called Security Trustee Agreement (STA)
  - Pursuant to the execution of STA, Borrower is required to create all securities in favour of Security Trustee such as mortgage of immovable properties, hypothecation, etc.
  - Security Trustee holds charge on Borrower's assets including interest in underlying security on behalf of the multiple lenders.
  - Thus under the arrangement, Hypothecation/Mortgage and any other charge on other securities is created by the Borrower in favour of single entity called "Security Trustee" for the benefit of lenders.
  - In other words, lenders are represented through Security Trustee as their sole representative. This being contractual arrangement is absolutely legal, valid, binding and enforceable.
  - Benefit of Security Trusteeship
1. Single charge is created in favor of Trustee for the benefit of multiple Lenders.

2. Single Point Contact in respect of documents, Charge Creation in consortium arrangement/ multiple Banking structure.
3. No conflict of Interest in discharging its role.
4. Coordination with Lenders, Borrower and all others agencies involved in the chain.
5. Minimum documents are required at the time of down-sell or divest their stake to incoming lender/s.
6. Safe keeping of Documents and creation of charges on all type of securities.
7. Enforcement of security when required by the Lenders.
8. In case of default, initiation of Recovery process independently as per terms and conditions of STA.
9. Differ in terms and condition of multiple Banks. It can be incorporated in single document STA which is legally valid, binding and enforceable.

### **Executor Trusteeship**

- Creation of a trust
- The Trust Deed is prepared as per instructions of the Settlor/ Trustor/ Creator of the Settlement.
- The contents of the Deed include instructions as follows
  - a. Investment of Corpus/Trust Fund kept in fiduciary capacity (in FDs, shares & securities, Mutual Funds)
  - b. Beneficiaries of the Trust (including Charity)
  - c. Settlor/Trustees/Beneficiaries are empowered to give instructions over the Trust's Corpus
  - d. The Trust Deed may be amended from time to time by the Settlor
  - e. Will can be prepared as per the instruction of the Testator and the Will is executed on the Testator's demise.
  - f. Gold ornaments, keys of property, family heir looms etc. kept with us until execution of will.