

Request for Proposal and Quotation (RFPQ) of
INCOME RECOGNITION ASSET CLASSIFICATION AND
PROVISIONING SOFTWARE (IRACP)



Version	SIB/DTD/2025-26/1.0
Date of issue of RFPQ	14-07-2025
Date of Amendment of RFPQ	29-07-2025
RFPQ Reference Number	RFPQ/DTD/2/2025-2026
Last date for Receipt of Proposal	06-08-2025

**The South Indian Bank Ltd.,
Digital & Technology Department
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Table of Contents

I. Invitation For Proposal:	3
About The South Indian Bank Ltd	8
II. Objective of RFPQ:	9
III. Responsibilities of vendor	10
IV. Scope of Work: -	14
V. Testing and Acceptance.....	14
VI. Training and Documentation:.....	17
VII. Warranty & Service:	18
VIII. Amendment of RFPQ:	22
IX. Instructions For Proposal Submission:	22
X. Submission of Proposal:	24
XI. Additional Instructions for Vendors	26
XII. Termination	33
XIII. Selection & Evaluation of Functional & Technical Proposal:-.....	37
XIV. Evaluation of Commercial Proposal: -	41
XV. Award of Contract	41
Annexure-1: Checklist for Submission of Proposal Documents	48
Annexure-2: Authorization Letter Format.....	49
Annexure-3: Non – Disclosure Agreement.....	50
Annexure-4 : Check list for submission of eligibility criteria	56
Annexure-5:- Profile of Vendor/Partner	59
Annexure-6:- Implementation methodology	60
Annexure-7:-Reference Site Details	61
Annexure-8:-Past Experience	62
Annexure-9:-Cover Letter for Commercial Proposal	63
Annexure-10: Format for furnishing the price of Software (Bill of Material)	64
Annexure-11: Proposal Submission Covering Letter.....	66
Annexure-12:- Notification of Acceptance.....	67
Annexure-13: Performance Certificate	68
Annexure-14: Supplier (Vendor) Security Baseline	69
Annexure-15: Capabilities of the Product.....	74
Annexure 16- Functional Requirement Document:-.....	75
Annexure-17: Architecture/Technical/General Requirements Document.....	82
Annexure-18: Integrity Certificate	89

I. Invitation For Proposal:

The South Indian Bank Ltd, hereinafter called “The Bank” intends to invite Techno-Commercial proposal from eligible Vendors to provide proposals for Supply, Installation, Implementation, Maintenance and Support for IRACP software and ensuring compliance with regulatory requirements as per the Scope and Technical Specification mentioned in this RFPQ. The Vendor would be required to provide the software solution and implement and integrate the same as per the Bank’s requirement mentioned in the scope with existing applications / interfaces in Bank. Bank expects the vendor to offer best in class solution with competitive pricing and highest security safeguards.

a. Main objective of this project

To procure the complete end to end software solution along with end-to-end implementation, maintenance and support of IRACP software as per the scope of work mentioned in the RFPQ.

b. Important Dates for RFPQ:

Proposal Reference number	:	RFPQ /DTD/ IRACP Software/1 /2025-2026
Date of issue of RFPQ	:	14-07-2025
Date of Amendment of RFPQ	:	29-07-2025
Last date & time for submission of Proposals	:	06-08-2025

c. Proposal submission details are given below.

Address for submission of proposals : Mr. Raghunath A
AGM – Digital & Technology Department
The South Indian Bank Ltd.
SIB Building, 3rd Floor, Rajagiri Valley, Kakkanad,
Ernakulam, Kerala, India – 682039

Contact Person : Mr. Sherine Joy E
Chief Manager
Digital & Technology Department

Telephone : +91 9446619934
E-mail : iracproject@sib.co.in

- Before submission of proposal, the vendors are requested to carefully examine the RFPQ Document and the terms and conditions specified therein. If vendor requires any clarification on this RFPQ, may notify the Bank in writing or by email at the Bank’s mailing address indicated in the RFPQ on or before **06-08-2025 5 PM**
- The check list for submission of annexures to be attached along with the proposal are given in Annexure-1.

- iii. All costs and expenses (whether in terms of time or money) incurred by the vendor in anyway associated with the development, preparation and submission of responses, attending the meetings, discussions, demonstrations and for providing any additional information required by Bank, will be borne entirely and exclusively by the vendor.
- iv. The Bank reserves the right to accept or reject in part or full any or all the offers without intimating any reasons whatsoever.
- v. No further discussion/interface will be entertained with vendors whose proposals have been technically disqualified.
- vi. Those technically qualified vendors may depute their representative/s (Max 3) to attend the online negotiation meeting as per the time schedule intimated by the Bank. The representative/s has/have to submit an authority letter duly signed by the vendor, authorizing him to represent and attend the negotiation process on behalf of the vendor. The format of the authorization letter is given in Annexure-2.
- vii. The scope of the services specified under this RFPQ is governed in accordance with the guidelines/specifications of regulators or with any other relevant regulations or directions as applicable. Any changes made by regulators or any other statutory authorities by way of amending the existing guidelines/specifications or issue of fresh guidelines/specifications on these matters shall automatically enlarge the scope of the work specified under this RFPQ and the duties of selected vendor shall be deemed to be discharged only when the Vendor complies with the revised guidelines issued on this matter.
- viii. The Bank expressly stipulates that the selection of vendor under this RFPQ is on the understanding that this RFPQ contains only the principal provisions for the entire assignment and the services rendered in accordance with the scope of work defined under this RFPQ and are only a part of the assignment. The Vendor shall perform all such tasks, render requisite services as may be required for successful completion of the project to the satisfaction of the Bank at no additional cost to the Bank, to attain the underlying objectives for which this RFPQ is floated.
- ix. The Bank reserves the right to change the dates mentioned above or in the RFPQ, which will be communicated through Bank's website or through E-Mail.
- x. The term 'Project period/duration of project/tenure of project' used in this RFPQ includes Requirements/System study & Implementation period, Comprehensive Warranty period and the AMC for at least 3 years thereafter.
- xi. The necessary details regarding hardware and supporting software specifications (including the licenses required or free wares if any) to be submitted at the time of submission of proposal. The hardware/related software suggested by vendor should

be in accordance with the regulator specifications or the specification defined by other statutory authorities.

d) Pre-Eligibility Criteria:

- i. The proposal shall be submitted by either an OEM (Original Equipment Manufacturer/ Product Vendor) or SI (System Integrator) having presence in India or their authorized representative in India, provided firms fulfill the minimum qualification criteria as mentioned in Proposal document. The term vendor used in this RFPQ refers to the entity who has submitted the proposal. In case of authorized representative, a letter of authorization to this effect from their OEM must be furnished.
- ii. The vendor should participate in the RFPQ process only if they fulfill the Pre-eligibility criteria mentioned in Annexure-4 failing which their proposal will not be processed further.
- iii. The vendor is responsible to carry out the entire end to end implementation of the IRACP software of the Bank in conjunction with the other vendors of Bank/ Bank's Team, as per the scope of work specified in this RFPQ.
- iv. The Bank shall enter into the contract only with Authorized Vendor and the contract shall clearly outline the obligations to the Bank during the course of implementation and thereafter.
- v. The Bank intends to procure IRACP software developed by the vendor. Vendor should provide the comprehensive warranty for the application for a minimum of 1 year from the date of go-live of all modules and Bank will be paying the AMC, after completing the warranty period as mentioned above.
- vi. Vendor must agree to enter into Escrow arrangement (triparty agreement) with Bank and Escrow agent and submit the source code to the Escrow agent and perform periodic updation as when required.
- vii. All the new software releases/versions/platform upgrades, security patches or otherwise for any reason should be made available to the Bank free of cost during warranty and AMC periods and the Bank is not liable to pay / oblige any additional charges / fees pertaining to third party royalty charges etc. in this regard, also this should not be the reason to restrict the Bank from upgrading to the new release / new version of the software. All statutory changes are to be incorporated as per the guidelines and timeline specified without any additional cost to the Bank during implementation, Warranty and AMC Periods.

- viii. The vendor shall adhere with the requirements in the RFPQ, subjected to the satisfaction of the Bank in this RFPQ.
- ix. OEM declaration – Vendor has to provide a confirmation in company's letter head stating that Application is free from embedded malicious / fraudulent code and free from known bugs in the initial version installed, future versions and releases.
- x. Vendor must make sure that all the observation (High/Medium/Low) in the VAPT & WASA report in all the environment (pre- production, production, testing and DR) must be cleared before Go live. Subsequently if any observations are reported through VAPT & WASA same has to be rectified on an ongoing basis without any additional cost to the Bank.
- xi. AMC rate fixed during the initial stage of the project to be continued for a minimum period of 5 years

e) Disclaimer

- i. The information contained in this Request for Proposal and Quotation(RFPQ) document or information provided subsequently to vendors(s) or applicants whether verbally or in documentary form by or on behalf of The South Indian Bank (Bank), is provided to the vendor(s) on the terms and conditions set out in this RFPQ document and all other terms and conditions subject to which such information is provided.
- ii. Each vendor acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of organizations, not limited to those selection criteria set out in this RFPQ document.
- iii. This RFPQ is neither an agreement nor an offer in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful vendor as identified by the Bank after completion of the selection process. The RFPQ is only an invitation by Bank to the interested parties for submission of proposal.
- iv. The purpose of this RFPQ is to provide the vendor(s) with information to assist the formulation of their proposals. This RFPQ does not claim to contain all the information each vendor may require. The RFPQ document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFPQ document. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried

out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFPQ document.

- v. Each vendor should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFPQ and if 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 RFPQ. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFPQ.
- vi. Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFPQ document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.
- vii. Bank reserves the right to reject all or any of the proposals during the RFPQ process and / or before awarding the contracts without giving reasons whatsoever or cancels the entire process without assigning reasons thereto.
- viii. Confidentiality of RFPQ
The RFPQ document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the vendor to any other person. The RFPQ document is provided to the vendor on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the RFPQ document or any part of it. The Recipient accepts that any such revised or amended document will be subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents of the RFPQ document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers or suppliers without the prior written consent of Bank.

About The South Indian Bank Ltd

The South Indian Bank Ltd, a Banking Corporate constituted under the Companies Act 1913, having its head office at SIB House, T.B. Road, Mission Quarters, Thrissur 680 001 and having Branch Offices all over the country (hereinafter referred to as “Bank”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns). We are one among the pioneers in the technology driven Banking arena, known for its consistent growth and unparalleled customer service started its journey on 29th January 1929 in Thrissur, the cultural capital of Kerala. The South Indian Bank Ltd. is first among the private sector Banks in Kerala to become a scheduled Bank in 1946 under the RBI Act. With a pan India presence of 948 branches and 1151 ATMs (as on 31-05-2025), committed & skilled personnel and the robust technology platform, we are well equipped to grow as a customer-oriented repository of savings. From the inception, the Bank has been a trend setter in the technological advancements among Private Sector players, implementation of CBS being the first example. We are currently running on Finacle 10.

The employees of the Bank with an average age of 32 years have been relentlessly innovative and their ideas have set the Bank at the forefront of technological progression. Our widely accepted array of online services like Internet Banking, Mobile Banking, Online shopping make any time banking reality. The Bank is moving ahead with well set targets, clearly defined priorities, redrawn road maps fueled with an aroma of optimism, to fulfill the vision of converting our Bank to a 'Retail Banking Powerhouse'.

a. Terms & Abbreviations Used in This Document

- i. ‘Project/Works’ means the Requirements/System study, supply, configuration, customizations, implementation, testing and documentation related to the IRACP software.
- ii. ‘Vendor’ means the entity, who has submitted a response to the RFPQ documents for the said ‘Works’ with the intention of submitting a competitive quotation and as certified/complied with regulator specifications or the specification defined by other statutory authorities.
- iii. ” Successful Vendor” means the Vendor whose proposal has been accepted by the Bank and also has been selected by the Bank for the supply of IRACP software as per the terms and conditions of this document.
- iv. ‘Proposal/Submission documents’ means all the responses submitted by the vendor to the RFPQ released by the Bank.
- v. ‘Bank’ means The South Indian Bank Ltd.

- vi. 'NDA' means Non-Disclosure Agreement
- vii. 'SLA' means Service Level Agreement which is given after the selection of the appropriate vendor by the Bank and who has been awarded the purchase order for the works.
- viii. 'RFPQ' means Request for Proposal and Quotation.
- ix. The following are the abbreviations, and their expansions used in this document.

Abbreviation	Expansion
IRACP	Income Recognition Asset classification and Provisioning
CBS	Core Banking Solution
RBI	Reserve Bank of India
DTD	Digital and Technology Department
NDA	Non-Disclosure Agreement
SLA	Service Level Agreement
RFPQ	Request for Proposal and Quotation
API	Application Program Interface
POC	Proof of Concept
BRD	Business Requirement Document
VAPT	Vulnerability Assessment and Penetration Testing
WASA	Web Application Security Assessment

II. Objective of RFPQ:

The Bank has decided to float this RFPQ to achieve the following objective:

- i. This Request for Proposal and Quotation (RFPQ) is to procure complete end to end software solution along with end-to-end integration with existing systems in Bank for IRACP software.
- ii. The hardware and software specification, server and client specifications and network bandwidth required for the proposed solution needs to be shared by the vendor in the response. Keeping in view the Bank's existing and futuristic requirement, the deployed solution should be scalable & highly available.
- iii. This RFPQ is for supply, implementation, testing and commissioning of software and necessary licenses and support of the IRACP software implementation on premises in all the environment (pre- production, production, testing and DR).

III. Responsibilities of vendor

Successful vendor selected based on the evaluation criteria specified in this RFPQ should;

- i. Enter into the Service Level Agreement (SLA) with the Bank in the format provided by the Bank.
- ii. To supply complete end to end software solution along with end-to-end integration with existing systems in Bank, including all the functionalities as mentioned in this RFPQ.
- iii. Vendor shall be responsible to customize the software with respect to the Bank's requirement.
- iv. Vendor has to supply, install and configure/customize all the required software etc. for the successful implementation of the proposed solution on premises at all the environment (pre- production, production, testing and DR) of the Bank.
- v. Creating and managing environments for Integration testing and UAT (User Acceptance Testing).
- vi. Provide specific tools and utilities required for implementation of IRACP software in all the environment (pre- production, production, testing and DR) without any extra cost to Bank.
- vii. The Vendor shall be responsible for Supply, Installation, Integration, Rollout, Operational configuration, failover testing, support and Maintenance of IRACP software in the Bank
- viii. It may also be noted that all the activities in the IT operation are subject to audit /inspection by Security Auditors and compliance audit of the software deployment. Selected vendor must take same into consideration while delivering the desired services. Audit observation pointed out by the auditors has to be implemented/rectified on an ongoing basis without any additional cost to the Bank.
- ix. Enable suitable information security / cyber security/ data encryption / masking and secure configuration in respect of the components, and utilities in the system, as per requirement of the Bank from time to time. Security headers need to be taken care especially CSP headers

- x. Vendor shall be responsible for complete designing and sizing of the solution as per the business requirements.
- xi. Vendor shall provide complete technical training to Bank officials by the OEM on design, configuration, operation, maintenance, management and administration of the solution.
- xii. Vendor will configure the server and software to enable integration with the Bank's existing applications/interfaces and any other interface/application in future.
- xiii. The vendor should be responsible for resolving any compatibility issues with existing hardware & software infrastructure during deployment and maintenance of the Solution.
- xiv. The vendor shall be responsible for free of cost up-gradation of the software in the Bank as and when the same arrives in the market during the warranty / AMC period.
- xv. In case the solution offered has End of Life / Support already announced or announced by OEM/principal vendor/IPR owner during contract period, the service provider (Vendor) has to ensure that the same will be supported / replace / upgrade the same on its own cost without any disruption in the ongoing business.
- xvi. The Vendor should manage and support the complete solution for a minimum period of 10 years, after successful go-live.
- xvii. The vendor shall be responsible for re-installation, relocation, configuration/Re-configuration/Tuning of new/existing hardware/software for operational and failover testing of Software.
- xviii. The vendor shall be responsible for generation and submission of necessary documents required during various phases of project viz. planning, installation, commissioning, rollout, acceptance testing, project diagrams and other reports etc. All such documents shall commence only after the same is approved by Bank.
- xix. The vendor shall provide detailed architecture of the installed setup after completion of the project and Standard Operation Procedure documents. The vendor shall also provide the architecture of the proposed solution including high availability features and functionality designed to minimize impact on production servers, applications, and network bandwidth and ultimately the end user of the production.
- xx. Vendor shall be responsible for addressing any Security/VAPT issues during the contract period. All the necessary patches related to application for addressing the Security/VAPT issues should be installed by the Vendor without any addition cost to the Bank.

- xxi. Whenever versions of OS/DB/Middleware/Other supporting software required to run the application is changed by the respective OEM, it is vendors duty to provide suitable compatible/upgraded version of the application software, in a timely manner, to ensure that the entire application ecosystem is safe, secure and up to date.
- xxii. Vendor should comply with all the guidelines by RBI/IBA/Govt of India/any other regulatory/statutory authority issued from time to time and make changes to the IRACP software to comply with the directives well within timelines stipulated by the regulator, at no additional cost to the Bank.
- xxiii. On awarding the contract, Vendor shall prepare a detailed Functional Requirement Document based on the requirements of the RFPQ and discussions with Bank's business team and vendor shall ensure to provide GUI prototype, functional prototype and approach adopted by other banks during the implementation stage as required by the bank. The Vendor shall undertake to obtain Bank's approval of the Functional Requirement Document. Vendor to provide FRD in RFPQ to BRD traceability matrix/mapping to Bank.
- xxiv. Migration of complete outstanding and required historical data to the new system from the existing system.
- xxv. A detailed project plan to be provided within 2 weeks of granting the contract.
- xxvi. Identify Project Manager, Project Leaders and members of the development teams with relevant skills. There has to be daily sync up calls with Bank's team, weekly review and senior level steering committee meetings to be conducted with Bank to evaluate the progress of the project. The vendor will intimate the Bank if there is any change in the project team. The vendor will ensure proper back up of project leaders, developers and manager. The replacement plan should be intimated to the Bank. The minimum experience of the project team personnel like Project Manager, Project Leader and Programmers put on work preferably should be 10, 6, 3 years respectively. Systems study and all development activities, if any, will have to be undertaken at the Bank's locations acceptable to the Bank.
- xxvii. Ensure that the solution offered should have clear licenses. In case freeware's are to be used the same must be procured and provided to the Bank. Also, the vendor has to ensure that the freeware can be used by the Bank for running the required solution.
- xxviii. The capabilities, operating characteristics and other technical details of the software offered should be furnished together with detailed product manuals, brochures, literature etc.
- xxix. Successful vendor shall alert Bank and its own personnel about the risks either anticipated or faced either prior and / or during and / or after the execution of the project and provide all the possible solutions either to eliminate or to minimize such risks.

- xxx. Successful vendor shall ensure all possible efforts in continuous improvement in processes, tools and procedure and practice the world class methodologies in delivering / installing products and services, managing project and while interacting with third party vendors for cross-integration.
- xxxi. Bank is very much interested in long-term association with the potential vendors and hence vendors shall adapt to changes in Bank's requirements and provide superior products and services and not be mere fulfillment of contractual commitments set here forth.
- xxxii. Impart training on proposed solution to designated personnel.
- xxxiii. In case the product/ solution/ vendor/ OEM/SI are amalgamated/ dissolved, the impact of such an event should not have any adverse implication on the service level/ timeline/cost that is proposed for implementation of the solution. Such event would not dilute the responsibility of the successful vendor for completing the implementation within mutually agreed timelines.
- xxxiv. The successful vendor shall provide technical support for the software application/ supplied under this contract, and will have overall responsibility of the performance, functionality and operation of the systems under this contract. Any supporting software provided/installed/configured by the vendor for smooth functioning shall be maintained/fine-tuned/parameterized by the vendor from time to time, so that the solution delivers optimal performance.
- xxxv. Security features should meet the standards and procedures as per Bank's IT Security Policy and Bank's Information Security, Cyber security guidelines should be followed, in line with prevailing Industrial Standards including OWASP top 10.
- xxxvi. The vendor to provide the Bank with the proper backup and recovery procedure, with necessary documents to meet any exigencies. The Regulatory guidelines on the preservation of data should be followed correctly. Proper Data Archival & Purging needs to be implemented for proper performance.
- xxxvii. Treat all data and information about the Bank obtained during in the execution period and thereafter, in strict confidence and shall not reveal such information to any other party without the prior written approval of the Bank. The vendor should return and delete all information provided as part of the project at the completion of the project or as soon as it is not required for further execution of the project. A non-disclosure agreement should be signed between Bank and vendor at the time of RFPQ. The format of non-disclosure agreement form is given in Annexure-3(Only those vendors selected by Bank who signed the non-disclosure agreement can only proceed with subsequent phases of the RFPQ).

- xxxviii. The Vendor should absorb the efforts related to the CRs raised during the solution development and CRs raised within 1 year of GO-Live (Warranty period) without any additional cost.
- xxxix. The vendor should comply with the technical guidelines on Software Bill of Materials (SBOM) and the Cryptography Bill of Materials (CBOM) and other guidelines issued by CERT-in from time to time. The SBOM of the application supplied by vendor to the bank should be given by vendor to the bank immediately after go live. Vendor should also comply with “Guidelines for secure application design, development, implementation & operations” issued by RBI/CERT-In and available at www.csk.gov.in.
- xl. Tentative List of software’s to be integrated with IRACP software
- a. Finacle (CBS) v 10.2.25
 - b. Treasury (Intellect & Fin Mechanics) Solution
 - c. Northern Arc nPOS (Non-CBS LMS)
 - d. Vayana (Supply Chain Finance)
 - e. Information bank/HRMSS (in house software)
 - f. Microsoft Active directory (User privileges)
 - g. FPL Technologies Onecard Credit card (Presently through custom tables)
 - h. Axio Checkout finance (Presently through custom tables)
 - i. All future tie-ups

Note: Vendor should provide a standard API /SFTP to integrate with Future fintech tie-ups without manual intervention

- xli. Integration should be achieved preferably through API/SFTP.
- xlii. Integrity certificate (Annexure 18) should be provided by the vendor in their letter head and to be signed by authorized signatory.

IV. Scope of Work: -

Please refer the high-level Business Requirements document provided in Annexure-16 and Annexure-17

V. Testing and Acceptance

- i. The Bank will conduct “User Acceptance Test” (UAT) under guidance, review and supervision of the vendor to ensure that all the functionality required by the Bank as mentioned in this scope of work /Requirements shared with the Vendor is available and is functioning accurately as per the expectations of the Bank. Consequent to UAT, if some of the functionalities, specified in this scope of work are not present in tune with the Bank’s expectations, the vendor shall make appropriate changes for the functioning of IRACP software.

- ii. The following services should be provided by the vendor

Submit Test specifications, which outline the test cases, test objectives, test procedures, expected results, pass/fail criteria for each testing phases. Application Installation manual and inventory of all software deployed should be provided. Vendor will be responsible for setting and maintaining the test environment during the entire period of project implementation. The Vendor will ensure that the test environment's configuration and parameterization for conducting the UAT is in line with Bank's requirement as mentioned in this scope of work/Requirements shared with the Vendor. The vendor should ensure that test environment has the same configuration and functionalities, and it should be capable of synchronizing from production using restoration/other standard techniques/functionalities as that of the live environment.

- iii. The test plan and test specifications shall be approved by the Bank before performing any tests.
- iv. The vendor will provide the scenarios for UAT and assist in preparing test cases including the test data to support all the business scenarios. The vendor should have dedicated resources to work with the Bank's project team for this purpose. Wherever production data is used for UAT sensitive fields like Name, PAN card, GST Number etc. should be masked.
- v. Any defects found during the tests shall be immediately rectified or resolved by the vendor at no cost to the Bank. Re-test shall be arranged by the vendor after the rectification and the re-test shall be documented. Regression testing has to be done after rectification of the defects.
- vi. The vendor shall be required to perform a range of unit tests for individual sub-system to demonstrate that all items have been installed properly.
- vii. There should be another System Integration Test after the completion of all unit tests for each individual sub-system to demonstrate that the delivered solution meets all agreed features and functional requirements specified in the proposal/scope of work.
- viii. The vendor shall be required to demonstrate that the delivered solution can support the workload mentioned as Banks expectation as part of the requirements mentioned by Bank.
- ix. The vendor shall be required to demonstrate that the delivered solution can meet all the performance requirements specified.

- x. The vendor will be responsible for conducting system integration testing to verify that all system elements have been properly integrated and that the system performs all its function.
- xi. The vendor will assist the Bank in analyzing/ comparing the results of testing.
- xii. Vendor shall provide adequate resources for troubleshooting during the entire UAT process of the Bank which includes functional, integration, data migration, performance testing, migration testing etc.
- xiii. Vendor to provide the support for Data Migration and provide migration Strategy, Plan, Audit compliance support, Pre and Post migration record & Logs
- xiv. The vendor will be responsible for maintaining appropriate program change control and version control of the system as well as documentation of UAT and change of configuration and parameterization after, making changes in the system. Baseline parameter configurations should be documented and provided for OS, Middleware, DB and Application layers.
- xv. Vendor has to use latest version of Oracle/Sql server as DB and latest version RHEL /Windows for server OS and latest versions of middleware.
- xvi. Vendor shall be responsible for creating the required interfaces with the Core Banking and other systems in the Bank as per the requirements of the solution. The interfaces shall be with web services, database connectivity, URLs, XML, ISO8583 etc for both online/real-time and batch mode integrations. Suitable error logs and reconciliation systems need to be put in place wherever integrations are being built so that errors or omissions can be avoided. Suitable checks for the same may also be incorporated.
- xvii. Detailed audit trail of all user activity should be captured in system.
- xviii. All errors, bugs, enhancements / modifications required during and after testing will be resolved within the overall timelines for implementation.
- xix. The vendor will be responsible for using appropriate tools for logging, managing, resolving and tracking issues and its progress, arising out of testing and ensuring that all issues are addressed in a timely manner to the satisfaction of the Bank and as per the requirements mentioned.
- xx. After the successful completion of all the above-mentioned tests, the vendor shall be required to assist the Bank in performing the UAT to accept the delivered solution.

VI. Training and Documentation:

- i. The vendor needs to provide trainings and educational materials for all items supplied, to the Bank's technical staff, on system/application administration, configuration, report generations, API integration and entire operations of the proposed solution without additional cost.
- ii. Training must be provided in all functional areas and should be of sufficient duration – to the User's satisfaction.
- iii. Vendor will be responsible to develop training and reference materials for all the functionality of the software. Training materials should comprehensively cover all processes flows, screenshots of the actual system functionality etc.
- iv. All trainings have to be conducted at the Bank's Office, unless with prior approval given by the Bank. All training sessions have to be conducted before production launch.
- v. Training should be of vendor/OEM certification level standard on the delivered solution with certification training materials.
- vi. The training should at least cover the following areas:
 - Functionality available in the solution including logic and methodology of the same.
 - Customization / Parameterization.
 - Techniques for slicing and dicing of data, information and output.
 - Advanced trouble shooting techniques if any.
 - Deployment of application and identification procedures, application controls, analysis procedures provided as part of the solution.
 - Techniques of customization, development and configuration required for the solution provided.
 - System and application administration such as creation/modification and deletion of user, user groups, assigning rights, System Information Security Settings etc.

Document deliverables include but not limited to:

- Project plan, technical design document and product specifications
- Test plan, test specifications and test reports
- Training guide
- Standard product manual including software media and license materials.
- Standard operating procedure documents should be provided.

- Detailed installation documents should be included in the documents
 - Problem log during overall project implementation.
 - Application patch management document
 - Documentation - Tech Architecture, Data structure, Design documents for customization, API Documentation, Test documents
 - User manual - User, Operational, System Admin, Backup-restore, DR Drill, Preventive Maintenance, Archival & Purging, System User Password change
- vii. Detail technical design document to be created for the development phase and proper test documentation along with approved test results to be shared with the Bank along with the UAT build.
- viii. Source code Audit certificate of the proposed solution to be provided along with UAT build to the Bank.
- ix. All works related to the assignment handled are to be well documented and will form the part of deliverables. They should be delivered both in hard copy and soft copy at the end of each stage.

VII. Warranty & Service:

1. The vendor shall provide at least one-year comprehensive warranty, from the date of complete Go-Live of all modules of software specified in the purchase order for all the supplied products.
2. Support personnel should be made available onsite based on criticality of the issues on Bank's request. The warranty, on-site/offsite maintenance and services/support will be provided to cover software on a 24x7 throughout the said period.
3. Details of the warranty period of the software as per the warranty policies of the respective principals or OEM should be specified clearly along with mode/method of support.
4. The details of the AMC provided along with the mode of support should be clearly specified. Vendor has to offer the Bank support for the application software by Annual Maintenance Contract (AMC) after the expiry of the warranty period if Bank is opting for the same. The scope, deliverables, time schedules and the support provided during the AMC period have to be specified clearly. Support provided to the Bank during the implementation, warranty, AMC periods have to be clearly specified along with the problem escalation chart, method of support, etc.
5. The vendor shall sign a comprehensive Service Level Agreement with the Bank covering all relevant areas along with Purchase order.
6. Warranty period shall be effective from the date of complete and satisfactory installation of all ordered components / equipments / items. Any augmented part of the solution is also covered under warranty from respective date of installations till the expiry of the Service Level Agreement. The support should cover supplied software installation,

Database software, patches, bug fixes, upgrades, updates, firmware upgrades and complete maintenance of all software components throughout the warranty/support/AMC period. Support level escalation chart has to be provided for DC and DR sites.

7. Annual Maintenance contract / warranty / support terms must be in accordance with the SLA (Service Level Agreement) and NDA (Non-disclosure Agreement) only, notwithstanding anything contrary contained in any other documents whether executed before or after the execution of the agreements. On the happening of an incident/defect the maximum turnaround time should be defined in the SLA.

8. The solution provided should be optimally configured such that it works at peak performance level. Any degradation in performance should be rectified by the vendor. The vendor shall absorb any hidden cost arising out of situations, with respect to services and maintenance of the complete software and related solutions offered / supplied by Vendor, which arises due to an act or omission of vendor.

9. Vendor should take precaution to eliminate the defects to the maximum to reduce downtime to minimal possible time. A minimum uptime of 99.5% per annum is compulsory.

10. Vendor should assist the Bank in completing licensing agreements, if any with OEM's prior to commencement of warranty period. Vendor should inform compulsorily in the submitted proposal whether any licensing agreement has to be completed prior to or after delivery of any ordered item. Draft copy of such required agreement has to be submitted with the proposal. Vendor has to take full and complete responsibility for support of all supplied items.

11. Undertake immediate bug fix actions in the event of software failure causing an interruption of operation of the IRACP software as per the response / resolution times defined in SLA. During an event of any failure (software /hardware /network /etc), the solution should continue to function seamlessly and there should not be any data loss. Vendor should notify about all the detected software errors and correct them in the shortest possible time.

12. The SI/Vendor will be responsible for notification of new versions / releases of the software and supervise their implementation in mutually agreed deadlines.

13. Vendor should ensure that, in the event Vendor/OEM releases a new version of software, and Bank is using one of the previous versions, Vendor/OEM would provide the full scope of services to the version used by the Bank for the period of at least 5 years from the go-live date.

14. The vendor should confirm that the software is not compromising the security and integrity of Bank's data and also not compromising the quality of operation of Bank, particularly the services rendered to customers. The vendor should support the Bank in integrating any new applications with the IRACP software.

15. Vendor shall be agreeable for on-call/on-site support in case of any emergency or planned activities. During the period of AMC, if the service provided by the Vendor is not satisfactory, Bank reserves the right to terminate the AMC contract. The support shall be given in person or through telephone and e-mail within a reasonable time as the case may be. Only licensed copies of software shall be supplied and ported.

16. Further, all software supplied shall be of latest tested proven version which is bug free and malware free. The solution offered should have all components which are bug free, no

known vulnerabilities reported and of latest stable version, which are having a minimum 3 years clean track record.

17. The Vendor shall be bound to provide technical consultancy and guidance for successful operation of the solution and its expansion in future by the Bank during the warranty and AMC period.

18. Preventive maintenance shall be compulsory during Warranty and AMC period. Preventive maintenance activity should be completed every quarter and report should be submitted to the Bank. Preventive maintenance activity should take care of parameter configuration verification, application health check-up, fine-tuning the configuration, verification of bugs/patches etc.

Delivery and Installation

1. The application as per the purchase order specifications should be delivered in full at UAT environment within a maximum of 15 days from the date of issuing the Purchase order. The software should go live in production within three months of issuance of purchase order. The timelines are to be strictly adhered, and any delay shall attract penalty. If the supply is delayed inordinately, the Bank can cancel the said purchase deal without any obligation on its part and the same shall be binding on the vendor.
2. Vendor should install all supplied software, including OS, database, third party supporting software, drivers, patches and all other required software for the smooth functioning of the application / system at all the environment (pre- production, production, testing and DR).
3. Vendor should also designate a Project Manager / Leader to ensure installation and operationalization of all supplied software items. This Project Manager / Leader should be the single point contact of the Bank for its clarifications, support etc. The Name, designation, contact details of the identified Project Manager / Leader should be informed to the Bank along with the response to the scope of work.
4. Vendor should submit the detailed documentation for the entire installation in both soft copy and hard copy. (Please refer section VI. Training and Documentation)
5. Bank reserves the right to involve third parties, application vendor etc., in the installation process, if it deems so and the vendor shall render all assistance for the same.
6. Vendor should provide necessary knowledge transfer to Bank for further development and maintenance of the solution.

Penalty Clauses

The application software should be delivered in UAT within a maximum of 15 days of issuing the Letter of Intent/ Purchase order. The software should go live in

production within three months of issuance of purchase order. Bank will charge penalty in the following cases.

- I. Non-Delivery/Late Delivery/Delayed Implementation of Hardware & Software
- II. Solution not meeting the requirements specified by bank
- III. Misleading the bank in selection process by false representations
- IV. Non-compliance of Uptime and other SLA terms
- V. Non satisfactory performance during AMC.
- VI. Non satisfactory performance under Subscription model

For delayed delivery/delayed performance, the penalty amount should be 18% p.a on the entire purchase order value mentioned in the purchase order concerned for the delayed number of days from date of delivery stipulated / arrived at/accepted by the vendor. For non-delivery/nonperformance, minimum 18% or appropriate amount/ rate may be fixed on case-to-case basis.

Submission of Bank Guarantee:

- Successful vendor shall submit a Performance Guarantee issued by a Scheduled Commercial Bank in favor of The South Indian Bank Limited for 10% of the contract value.
- BG should be valid till the completion of the Contract period.
- Bank reserves the right to get compensated for the damages by invoking the bank guarantee given by the vendor.

Technical Inspection and Performance Evaluation

The Bank reserves its right to carry out technical inspection, reference site visit and performance evaluation (benchmarking) of proposed software for solution offered by short-listed Vendors, as per the discretion of the Bank.

Vendor shall be required to do POC at the Bank premises, if required by the Bank at no extra cost for which hardware will be provided by the Bank. Vendors are also required to do presentation showcasing their software capability as part of their technical evaluation.

The RFPQ is being issued to the Vendors whose role as RFPQ respondent is reiterated below:

1. The Vendor is expected to propose solution which comprises of all required modules.
2. Sizing of the hardware to be done by the Vendor in such a manner that the proposed solution is available in high availability mode
3. Solution should be able to throttle the network bandwidth and CPU cycles so that the same can be provided dedicatedly to primary application processes.

System Commissioning & Deliverables

To supply, commission, install/re-install, test, configure/reconfigure and maintain & provide supports for the Solution.

Following should be delivered to the Bank:

- i. Software Package with system document after customization
- ii. User & Quick reference manuals
- iii. Training and Documentation
- iv. Licenses
- v. Technical Support

All copies should be delivered in hard & soft media. Any gaps identified during product demonstration, functional requirements specifications study, system testing, user acceptance testing, business process re-engineering and pilot implementation should be included by the Vendor as implementation efforts. Bank will not pay the Vendor any additional charges for all such rectifications. Vendor shall take up all such rectifications as required by the Bank on a priority basis as decided by the Bank.

VIII. Amendment of RFPQ:

- At any time prior to the deadline for submission of Proposal, The South Indian Bank Limited, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Vendor, may modify the RFPQ by amendment.
- In order to afford prospective Vendors reasonable time in which to take the amendment into account in preparing their Proposal, the Bank, at its discretion, may extend the deadline for the submission of Proposal.
- All Vendors who have procured this RFPQ document from the Bank shall be notified of the amendment in writing or by e-mail or fax or post, and all such amendment(s) shall be binding on them.

IX. Instructions For Proposal Submission:

A. Request for Additional Information

- Vendors are required to direct all communications for any clarification related to this RFPQ, to the Designated Bank officials and must communicate the same in writing (address for communication is given in table titled ‘Proposal collection and submission details’), within the timeline specified. Clarification will not be accepted after end date and time of clarification as prescribed in this document. All queries relating to the RFPQ, technical or otherwise, must be in writing only i.e. either via physical or electronic mail. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Vendor in the manner specified.

B. Rejection / Acceptance of Proposal

- The South Indian Bank Limited reserves the right to accept or reject any or all the Proposal without assigning any reason whatsoever. Any decision of The South Indian Bank Limited in this regard shall be final, conclusive and binding on the Vendor. Submission will not be accepted after end date and time of submission of proposal as prescribed in this document.

C. Cancellation of RFPQ

- The South Indian Bank Limited reserves all right to cancel/re-issue/re-commence the entire RFPQ process and or any part in case of any anomaly, irregularity or discrepancy in regard thereof without assigning any reason whatsoever, at the sole discretion of The South Indian Bank Limited. Any decision in this regard shall be final, conclusive and binding on the Vendor.

D. Period of Validity of Proposal

- **Validity Period:** -Proposal shall remain valid for 180 days from the last date specified for submission of Proposal in this RFPQ. The South Indian Bank Limited holds the rights to reject a Proposal valid for a period shorter than 180 days.
- **Extension of Period of Validity:** - In exceptional circumstances, The South Indian Bank Limited may solicit the Vendor’s consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Vendor should be unconditional and irrevocable.

X. Submission of Proposal:

Mode of submission

- All proposals (Technical & Commercial) must be submitted at a time by giving full particulars in separate sealed envelopes to the Bank's address and also through e-mail, within the time period specified in the document.
- The Vendor shall submit Proposal in a sealed and marked outer envelope. This outer envelope shall be marked as **"Proposal for IRACP software for SIB"**. The outer envelope shall contain following envelopes:
 1. **Envelope labelled as 'Eligibility criteria'**: - The check list for submission of eligibility criteria is given in **Annexure-4**. This envelope shall without fail contain the profile of Vendor and his partner if any as specified in **Annexure-5**.
 2. **Envelope Labelled as 'Technical & Functional Proposal'**: - The contents of this envelope shall assist us in evaluation of Functional and Technical requirements of the software solution. This envelope shall contain two envelopes, one for Functional and another for technical requirements. (**Annexure-16 and Annexure-17**) The envelopes shall contain the responses against the scope of work. In addition to the hard copy of the response, a soft copy of response should be sent on e-mail before closing date of RFPQ.

Content of Technical Proposal

- Implementation methodology as given in Annexure-6
- Responses against functional and technical requirement specified in this RFPQ (as indicated in above paragraphs) in Annexure-16 and 17.
- Reference site details in the format specified in Annexure-7
- Details of past experience as specified in the Annexure-8
- Any other relevant information
- The correct information of the functional capabilities of product being offered should be reflected in the responses. Any additional information available, though not included in the form, may also be submitted.
- In addition to the envelopes mentioned above, this envelop shall contain all other contents of technical Proposal specified in this section.
- Integrity Certificate(Annexure 18)

3. **Envelope titled ‘Commercial Proposal’:-**

The commercial Proposal should be given by the Vendor in the format as shown in **Annexure -9**. The Vendor is expected to quote unit price in Indian Rupees (without decimal places) for all components and services. All taxes and other statutory deductions if any to be mentioned separately.

- The price should be quoted for each module, each unit with total cost, module wise, if modular. AMC cost for all module, including optional items, should be mentioned year wise for each module if applicable. The envelope labeled as commercial Proposal should include the following:
- The Proposal covering letter cum declaration format is given in Annexure-11
- Details of cost of deliverables for each item as per Annexure-10

4. **Envelope titled ‘Annexures’: -**

This envelope shall contain all the Annexures specified in this RFPQ, except for the annexures stipulated to be included in other envelopes. It shall also include documentary proof required for substantiating the information given in Annexure, if any. In addition to the annexures specifically listed out in this RFPQ this envelope shall also include:

- Technology, architecture of proposed solution, exact tools to be used
- List of all software / tools to be used together
- Tentative project time schedule and plan
- Quality control setup and procedures followed by the vendor for ensuring quality and security of code.
- Implementation methodology
- Technical brochures and user manual
- Delivery, Services, Comprehensive Warranty and AMC

5. **The soft copy of the above (signed and sealed) to be send to bank on or before the Final RFPQ submission date. Submission of the RFPQ response soft copy without sign and seal of the organization and authorized signatory will not be accepted by the bank**

XI. Additional Instructions for Vendors

A. Software/Hardware

1. The Bank reserves the right to audit the Application / Device /firmware/sdk by suitable Security Auditor/Auditors appointed by the Bank.
2. The Vendor shall provide complete legal documentation of all subsystems, licensed operating systems, licensed system software, and licensed utility software and other licensed software. The Vendor shall also provide licensed software for all software products whether developed by it or acquired from others as part of the project. The Vendor shall also indemnify the Bank against any levies / penalties on account of any default in this regard.
3. In case the Vendor is coming with software, which is not its proprietary software, then the Vendor must submit evidence in the form of agreement with the software vendor which includes support from the software vendor for the proposed software for the full period required by the Bank.
4. The Vendor needs to produce certificates of quality control and certification done on the Application/ Device/Drivers in the recent past.
5. Vendor needs to provide the developer rates per month/per person and Support personnel rates (both onsite and offsite) for minimum 2 years from Go-live

B. Acceptance of Application

The Bank will accept the Application only after the successful conduct of acceptance testing by the Bank's Team. Application will be accepted only after the Bank issues an acceptance letter to the vendor. The said Application may be audited for risk analysis of application functionality and security features by Bank's IS Audit team or a third-party vendor appointed by the Bank, if so desired by the Bank.

C. Inspection and Tests

1. Bank or its representative shall have the right to inspect and/or to test the Application to confirm their conformity to the requirements/specifications mentioned in this RFPQ.
2. The inspections and test may be conducted on the premises of the vendor, at point of delivery and/or at the final destination. If conducted on the premises of the vendor all reasonable facilities and assistance, including access to documents, code and the data, shall be furnished to the inspectors at no charge to the Bank.
3. The inspection may be conducted on the Vendor proposed solution by the Bank or Bank appointed auditors at the vendor site/Bank premises.

D. Information Ownership

1. All information processed, stored, or transmitted by successful Vendor's Device/Software belongs to the Bank. By having the responsibility to maintain the software, the Vendor does not acquire implicit access rights to the information or rights to redistribute the information. The Vendor understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.
2. Any information considered sensitive by the Bank must be protected by the successful Vendor from unauthorized disclosure, modification or access. The Bank's decision will be final.
3. Types of sensitive information that will be found on Bank system's which the Vendor plans to support or have access to include, but are not limited to: PII Data, financial data, other Bank data etc. The successful Vendor shall exercise adequate judgment to decide if particular information is sensitive and consult with the Bank in case of doubts.

E. Adherence to Standards

The Vendor should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities in India. The Bank reserves the right to ascertain information from the Bank's and other institutions to which the Vendors have rendered their services for execution of similar projects.

F. Security Configuration, Monitoring and Audit

1. The Vendor should support proactively the implementation of baseline security configurations for Application/Devices/supporting firmware/drivers in accordance with the industry best practices and Bank's Board approved baseline documents.
2. Compliance with security best practices may be monitored by periodic security audits performed by or on behalf of the Bank. Bank/Regulator/Bank's empaneled Auditors has the right to conduct the security Audit. The periodicity of these audits will be decided at the discretion of the Bank. Periodicity for Regulatory Audits would be required as per the rules and guidelines laid down by the regulator or as required by the regulators, not limited to, RBI/other authorities/agencies/other relevant Acts, rules, regulations, directions as applicable. These audits plan to include, but are not limited to, a review of: access and authorization procedures, physical security controls, input/output controls, DB controls, backup and recovery procedures, network security controls and program change controls.
3. The Vendor shall take utmost care to ensure that the security controls are in place to avoid malpractices and fraud attempts.

4. Bank/Regulator/Bank's empaneled Auditors reserves the right to audit the successful Vendor's premises and platform used for IRACP Software development and its associated hardware/software.

G. Considerations for Proposed IRACP software

As part of implementation of IRACP software, bank is looking for a full-fledged software solution. The software solution should be scalable for the future requirement of the bank.

1. The Vendor should provide the detailed specifications for hardware required.
2. Vendor should specify the configurations including the core, memory and the storage required along with any other specific configurations for VM/Physical Server.
3. The Vendor shall specify the suitable hardware and supporting software which shall deliver the best throughput and performance considering the present volumes and the sizing proposed.

H. General Scope of Work for proposed Solution:

- a. The successful Service Provider has to submit Architecture of the solution to be implemented along with detail infrastructure requirement which is to be procured and provided by the Bank for IRACP software implementation. IRACP software should support all latest versions of DB, OS etc. available in the market.
- b. Proposed system should enhance experience through complete digitalization and streamlined operations that will enable seamless reporting with compliance of latest regulatory guidelines IRACP norms. The application software should be customized to suit entire requirement related IRACP software of the Bank and regulatory authorities.
- c. The IRACP software proposed by the bidder should have facility/ies for parameterization of various rules which can be enabled for updating by the Bank as and when required based on the periodical guidelines issued by regulators during the overall contract period.
- d. The Bidder should setup the UAT environment for testing of the solution before implementation of the solution in the production environment for which the bank shall provide required infrastructure. The setup would be kept available at all times during the contract period. Successful service Provider to co-ordinate with Bank's Managed Service Provider / Concern Service Provider and assist to construct the required setup (UAT/Production etc.) for implementation of proposed solution.
- e. The proposed solution should be capable of generating all the regulatory/statutory reports as per required format. The solution should be flexible enough to take care of existing as well as any new future reports,

mandated by statutory authorities, within the timelines stipulated by the regulatory bodies during the contract period at no additional cost to the Bank.

- f. The proposed solution should migrate the existing data and archive data consisting of open/closed alerts of the existing IRACP software and would be readily available for inquiry purposes.
- g. The solution should abide by the User management system and password policy as per the IT security policy outlined by the bank and should also incorporate maker-checker concept for operational uses.
- h. The proposed solution should comply with the existing and future guidelines on IRACP norms of regulators. As and when new guidelines are issued from such regulatory authorities, the bidder should incorporate the same in the solution at no additional cost to the Bank during the contract period.
- i. The case management utility should have provision to define roles for the officers involved. The system should have facility to escalate the case to next level after completion of the role assigned to a user up to logical conclusion of the case.
- j. The successful bidder shall depute proper resources onsite at South Indian Banks Data Center for Implementation. The resources to be deployed at the bank premises, only after prior approval by bank authorities.
- k. Bidder shall ensure that the solution is complied with all the regulatory guidelines of GOI/ RBI and also adheres to requirements of IT Act 2000 (including amendments in IT Act 2008 and IT Act Rules, 2011) and amendments thereof from time-to-time. A self-declaration to this effect shall be submitted by the bidder.
- l. The Bidder should assist to Bank's Managed Service Provider for periodical backup /restoration/patch/updates/upgrades related activities pertaining to the IRACP software & related servers. Bidder shall provide required support during VAPT (External & Internal), IS Audit, Security Audit, various compliances required by government, regulatory compliances, cyber related compliances, etc. to the Bank. Bidder shall rectify the irregularities if any pertaining to IRACP software pointed out, during such Audits at no additional cost to the Bank.
- m. Bidder shall conduct periodical source code audit as & when required by the Bank within the existing scope of project and submit the confirmation for the same along with report.
- n. The solution should have complete and comprehensive security from unauthorized access. The number of levels / rights assigned to each level should be user configured by the bank. It should provide maker/checker facility and should also provide full audit trail for the events like alert generation, case creation, change to case information, changes to lists etc.
- o. The Bank carries out various Information Security Audits on regular basis. The bidder shall provide required inputs/reports/data as and when asked by the Bank for the purpose. Also as per the SOP of the Bank, the bidder shall arrange and provide closure/compliance of the audit findings as reported by

the Bank in stipulated time.

- p. Bidder shall be responsible for support and maintenance of the IRACP software and hand over the complete data and help the incumbent Service Provider to migrate the same to new system/Solution without any additional cost to the bank in case of termination of contract or completion of contract period.
- q. **The proposed IRACP software must cover/meet the guidelines/regulations of RBI/ other regulators and any other guidelines issued by regulators time to time thereafter during the period of contract without any additional cost to the bank.**

I. Migration Services- Scope of Work

1. Bidder will be responsible for providing necessary tools & support services for migration of the data from the existing IRACP software of the Bank to the proposed system and also for first time Master creation for the respective requirements of the bank branches/offices. Solution should be capable for the data retrieval of the old data to the Bank.
2. Bidder shall provide an archival solution along with specification required for necessary hardware/storage for migrated existing IRACP software data.
3. Bidder shall be responsible for maintenance of the archival system and hand over the complete data and help the incumbent System Integrator to migrate the same to new system in case of termination of contract or completion of contract period.

J. Reporting Progress

The Vendor shall report progress of all the activities covered within the scope of work given in this RFPQ.

K. Sub-Contracting

- Sub-contracting to be informed to bank at the time of response to acceptance to RFPQ and will be subject to Bank's approval.
- No approval for sub-contracting will be accepted post acceptance of RFPQ.
- Following terms shall be applicable for outsourced activity (if any) as part of this project term:
 1. Effective access by the bank to all data, books, records, information, logs, alerts and business premises relevant to the outsourced activity, available with the service provider;
 2. Continuous monitoring and assessment of the service provider by the bank, so that any necessary corrective measure can be taken immediately; including termination clause and minimum period to execute such provision, if deemed necessary;

3. Type of material adverse events (e.g., data breaches, denial of service, service unavailability etc.) and incident reporting requirements to the bank to take prompt risk mitigation measures and ensure compliance with statutory and regulatory guidelines;
4. Compliance with the provisions of IT Act, other applicable legal requirements and standards to protect the customer data;
5. The deliverables, including Service-Level Agreements (SLAs) formalizing performance criteria to measure the quality and quantity of service levels;
6. Storage of data only in India as per extant regulatory requirements;
7. Clauses requiring the service provider to provide details of data (related to bank and its customers) captured, processed and stored;
8. Controls for maintaining confidentiality of data of bank and its customers', and incorporating service provider's liability to bank in the event of security breach and leakage of such information;
9. Types of data/ information that the service provider (vendor) is permitted to share with bank's customer and / or any other party;
10. Specifying the resolution process, events of default, indemnities, remedies, and recourse available to the respective parties;
11. Contingency plan(s) to ensure business continuity and testing requirements;
12. Right to conduct audit of the service provider by the bank, whether by its internal or external auditors, or by agents appointed to act on its behalf, and to obtain copies of any audit or review reports and findings made about the service provider in conjunction with the services performed for the bank;
13. Right to seek information from the service provider about the third parties (in the supply chain) engaged by the former;
14. Recognizing the authority of regulators to perform inspection of the service provider and any of its sub-contractors. Adding clauses to allow RBI or person(s) authorized by it to access the bank's IT infrastructure, applications, data, documents, and other necessary information given to, stored or processed by the service provider and/ or its sub-contractors in relation to the outsourcing arrangement;
15. Including clauses making the service provider contractually liable for the performance and risk management practices of its sub-contractors;
16. Obligation of the service provider to comply with directions issued by the RBI in relation to the activities of the bank outsourced to the service provider;
17. Clauses requiring prior approval /consent of the bank for use of sub-contractors by the service provider for all or part of an outsourced activity;
18. Termination rights of the bank, including the ability to orderly transfer the proposed IT-outsourcing arrangement to another service provider, if necessary or desirable.
19. Obligation of the service provider to co-operate with the relevant authorities in case of insolvency/ resolution of the bank;
20. Provision to consider resources of service provider who provide core services as "essential personnel" so that a limited number of staff necessary to operate

critical functions can work on-site during exigencies (including pandemic situations);

21. Clause requiring suitable back-to-back arrangements between service providers and the OEMs.

L. Compliance with IS Security Policy

The Vendor shall have to comply with Bank's IT & IS Security policy in key concern areas relevant to the RFPQ, details of which will be shared with the finally selected Vendor. A few aspects are as under:

1. The vendor shall acknowledge that Bank's business data and other proprietary information or materials, whether developed by Bank or being used by Bank pursuant to a license agreement with a third party are confidential and proprietary to Bank; and the vendor shall agree to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof. Any modification in the data provided by the Bank should be done only on proper authorization of the Bank. Proper and advanced security measures should be ensured by the vendor in case of data exchange between Bank and the Vendor. The caution exercised by the vendor shall not be less than that used by it to protect its own proprietary information. The vendor recognizes that the goodwill of Bank depends, among other things, upon Vendor keeping such proprietary information confidential and that unauthorized disclosure of the same by Vendor could damage the image of Bank. Vendor shall use such information only for the purpose of rendering the Service(s) to the Bank.
2. IS Security principles such as environmental, physical and logical security aspects should be followed by the Vendor. Also, hardware, operating systems and related software should be periodically upgraded for ensuring data protection and privacy.
3. The vendor shall, upon termination of the Contract/Agreement for any reason, or upon demand by Bank, whichever is earliest, return/ destroy permanently to the satisfaction of the Bank, any and all information provided to Vendor by the Bank, including any copies or reproductions, both hardcopy and electronic.
4. The vendor shall adhere to Data Encryption/Protection requirements as per the Bank's policy
5. The vendor should follow adherence to Incident response and reporting procedures as per Bank's policy
6. Vendor should ensure confidentiality, integrity and availability of the proposed IRAC software.

XII. Termination

A. Termination for Default

1. The Bank, without prejudice to any other remedy for breach of contract, by written notice of default sent to the successful Vendor, may terminate this contract in whole or in part:
 - If the successful Vendor fails to deliver any or all of the deliverables within the period(s) specified in the contract, or within any extension thereof granted by the Bank; or;
 - If the successful Vendor fails to perform any other obligation(s) under the contract.
 - If the successful Vendor, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the contract. Corrupt practice means the offering, giving, receiving or soliciting of anything of value or influence the action of a public official in the procurement process or in contract execution; and “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, and includes collusive practice among Vendors (prior to or after Proposal submission) designed to establish Proposal prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
2. In the event, the Bank terminates the contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, similar Goods or Services to those undelivered, and the successful Vendor shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the successful Vendor shall continue performance of the Contract to the extent not terminated.

B. Termination for Insolvency

If the Vendor becomes Bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Vendor is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Vendor takes or suffers any other analogous action in consequence of debt or any sanction/blacklisting against the parent company/ directors/ management of the company by regulatory/statutory authority; then the Bank may, at any time, terminate the contract by giving written notice to the Vendor. If the contract is terminated by the Bank in terms of this Clause, termination will be without compensation to the Vendor, 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. In case, the termination occurs before implementation in all the locations in terms of this clause, the Bank is entitled to make its claim to the extent of the amount already paid by the Bank to the Vendor.

C. Termination for convenience

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

D. Termination – Key Terms & Conditions

1. The Bank shall be entitled to terminate the agreement with the Vendor at any time by giving sixty (60) days prior written notice to the Vendor.

The Bank shall be entitled to terminate the agreement at any time by giving notice, if the Vendor:

- 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 into 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.
2. The Vendor shall have right to terminate only in the event of winding up of the Bank.

E. Consequences of Termination

1. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], The Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.

2. In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by the Bank, the Vendor herein shall be obliged to provide all such assistance to the next successor Vendor or any other person as may be required and as the Bank may specify including training, where the successor(s) is a representative/personnel of the Bank to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.
3. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

F. Exit Option

1. The Bank reserves the right to cancel the contract in the event of happening one or more of the following conditions:
 - Failure of the Vendor to agree on the terms of the contract within 10 days from the date of communication of award by the Bank and sharing of terms of contract by the Bank. If the Vendor does not meet these criteria, then the Bank may at its discretion declare the next best Vendor as the successful Vendor.
 - Failure of the successful Vendor to sign the contract within 30 days from the agreement on the terms of the issue of Contract by the Bank or as per the Bank's specified date.
 - Delay in completing installation / implementation and acceptance tests/ checks beyond the specified periods;
 - Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.
2. The Bank and the Vendor shall together prepare the Reverse Transition Plan as part of Vendor exit plan. However, the Bank shall have the sole discretion to ascertain whether such Plan has been complied with.
3. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Vendor will be expected to continue the facilities management services. 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.
4. Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Vendor to the Bank or its designee to ensure smooth handover, transitioning of application knowledge, Bank's deliverables, and maintenance and facility management.

G. Termination of contract

1. Apart from the general grounds of default mentioned above, the Bank reserves its right to cancel the order in the event of, but not limited to, one or more of the following specific situations:
 - Unnecessary or unwarranted delay in execution of the work allotted or delay in delivery of devices to the respective locations.
 - Delay in services of the complaints raised.
 - Delay in providing the requisite manpower at the Bank's site.
 - Delay in submission of reports beyond the stipulated periods.
 - Breach of trust is noticed during any stage of the consultancy assignment.
 - The selected Vendor commits a breach of any of the terms and conditions of the Proposal.
 - The selected Vendor goes in to liquidation voluntarily or otherwise.
 - If it is found at any stage that the Vendor has concealed any important information or has submitted any false information or declaration particularly regarding any pending legal action or blacklisting status.
 - The Bank reserves the right to recover any dues payable by the selected Vendor from any amount outstanding to the credit of the selected Vendor, including the pending bills and security deposit, if any, under this contract or any other contract/order.
 - The decision of the Bank as to whether or not any one or more of the above situation have arisen shall be final and binding on the vendor.
2. In addition to the cancellation of order, The Bank reserves the right to appropriate the damages from foreclosure of the Bank guarantee given by the Vendor.

H. Termination of partner of Vendor

1. In case service of the partner of successful Vendor are terminated due to any reasons whatsoever including but not limited to the reasons mentioned above, the Vendor shall be responsible for identifying an alternative partner to execute the tasks unfinished by the terminated partner.
2. The party identified by the successful Vendor shall also comply with the eligibility criteria listed out in this RFPQ.

I. Force Majeure

1. Notwithstanding the provisions of TCC (Terms & Conditions of the Contract), the Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

2. For purposes of this clause, “Force Majeure” means an event beyond the control of the Vendor and not involving the Vendor’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, Acts of God, wars or revolutions, fires, floods, epidemics, pandemics, quarantine restrictions, and freight embargoes.
3. If a Force Majeure situation arises, the Vendor shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

J. Resolution of disputes:

1. The Bank and the Vendor 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 South Indian Bank Limited and the Vendor are unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.
2. All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two Arbitrators: one Arbitrator to be nominated by the Bank and the other to be nominated by the Vendor. In the case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. The Arbitration and Conciliation Act 1996 shall apply to the arbitration proceedings and the venue & jurisdiction of the arbitration shall be Thrissur.
3. The cost of arbitration (except the cost & fees of Advocates) shall be borne by each party in equal proportion. The cost of the advocates shall be borne by respective party appointing the Advocates.

XIII. Selection & Evaluation of Functional & Technical Proposal:-

Selection Strategy

1. The objective of the evaluation process is to evaluate the Proposal to select an effective and best fit solution at a competitive price. The evaluation will be undertaken by an Internal Selection Committee formed by the Bank. The Bank may consider recommendations made by External Experts/Consultants on the evaluation. The committee or authorized official shall recommend the successful Vendor to be engaged for this assignment before Board and the decision of our Board shall be final, conclusive and binding on the Vendors.

2. The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non- conformity or any minor deficiency in an offer. This shall be binding on all Vendors, and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.
3. Bank may call for any clarifications/additional particulars required, if any, on the technical/ commercial Proposal submitted. The Vendor must submit the clarifications/ additional particulars in writing within the specified date and time. The Vendor's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time. Bank reserves the right to call for presentation/s, product walkthroughs, on the features of the solution offered etc., from the Vendors based on the technical Proposal submitted by them. Bank also reserves the right to conduct Reference Site Visits at the Vendor's client sites. Based upon the final technical scoring, short listing would be made of the eligible Vendors for further selection process.

NOTE: The Bank's decision in respect of eligibility criteria, evaluation methodology and **short listing of Vendors will be final and no claims, whatsoever in this respect, shall be entertained.**

Evaluation of Functional & Technical Proposal: -

1. The proposal submitted by the Vendors shall be evaluated on the following group of parameters.
 - Functional Requirements (FR)
 - Technical Architecture (TA)
 - Product Demonstration and Proposal Presentation (PB)
 - Approach and Methodology (AM)
 - Past Experience (PE)
2. The marks are assigned for each individual parameter under these groups and marks scored by each Vendor under each parameter are aggregated to find out the total technical score of the Vendor.
3. The score for evaluation of the application and the respective functionalities shall be decided by the Internal Selection Committee.
4. The selection parameters are explained in following paragraphs.

a. Scoring Methodology for Functional Requirements (FR) and Technical Architecture (TA)

The functional/technical capabilities are evaluated as per the readiness (Type of response/Scale) towards the expected functionalities for creating the IRACP software for Bank. All the functional and technical requirements for achieving regulatory compliance are mandatory.

Vendor shall indicate against each requirement/capability as per the following table.

The type of response / scale	Expansion/meaning
A	Available – Standard Feature
B	Not Available but can be provided before Go Live without any additional cost to the Bank.
C	Partially Available/Functionality requires customization of the product.
D	Deviation/Compliance with Conditions
E	Not feasible in the product due to architecture, structural or technical limitations.

- While scoring, the scales namely A, B, C, D & E shall be assigned 100%, 75%, 50%, 10% and 0% weight respectively. These percentages shall be applied on the maximum marks allocated against each parameter to arrive at the score earned by the Vendors under each parameter.
- The Software solution offered, however, should have at least 70% of the requirements as standardized. The remaining shall be customized before the completion of pilot run at no extra cost to the Bank. The Vendor shall score at least 70% of the maximum score under technical parameters.
- The proposal submitted by the Vendors shall be evaluated by the Bank and only the short-listed vendors will be called for further negotiations.

b. Scoring Methodology for Product Demonstration & Proposal Presentation (PB)

- Eligible Vendors will be required to make presentations to supplement their Proposal and show a detailed product demonstration. The number of eligible Vendors called for product demonstration is purely a matter of discretion of the Bank. The Bank will schedule presentations and the time

and location will be communicated to the Vendors. Failure of a Vendor to complete a scheduled presentation to the Bank may result in rejection of the proposal.

- The marks assigned under this parameter shall be based on the effectiveness of the demonstrations and presentations made by the Vendor. The same criteria (as Evaluation for functional specifications) will be applied to Product Demonstration also.

c. Scoring Methodology for ‘Approach and Methodology (AM)’

- The Vendor is expected to provide, as a part of the technical Proposal, a detailed document that explains the approach and methodology proposed by the Vendor for the implementation of the proposed solution.
- The “Approach and Methodology” adopted for the Implementation would be evaluated by the Bank and would, at the minimum, cover Reference site visit/Tele Conference, Team Strength, Project Management and Training.
- Reference site visit / Tele Conference: A committee of officials from the Bank would carry out Reference Site Visits and/or Telephonic interviews/discussion with the existing customers of the Vendor for inputs (like satisfaction of the organization of the product, timeliness of implementation, promptness of support services etc.). If the committee receives negative feedback, may lead to reject the proposal.
- Strength: Vendor responses to each point under Team Strength in Proposed Team Profile, including the team profile provided by the Vendor, would be evaluated. The Vendor should ensure that the people above the role of the Team Lead who are proposed for this project should have worked on projects in Indian Banks earlier.
- In addition to the profile of his team members, the Vendor is bound to furnish the profile of team members of his partner if any.
- **Project Management:** Vendors are required to respond to each point under Project Management in **Annexure-6**. Each question will be evaluated for suitability of response. The Vendor should provide explanation on the Project Management process that is proposed for the Bank including details of how the same was applied in a similar project.
- Training: The Vendor will be responsible for training the Bank’s identified employees in the areas of implementation, operations, management, error handling, system administration, etc. with respect to the implementation of IRACP solution.

d. Scoring Methodology for Past Experience (PE)

- The Vendor should provide details of past experience in implementing the proposed solution.

- The Vendor's past experience shall be evaluated and the score obtained by the Vendor shall be considered for evaluation as given in the Annexure-8 'Past Experience'.

The details related to the same is attached as an Annexure 15

XIV. Evaluation of Commercial Proposal: -

For commercial Proposal evaluation, the Bank may consider only the top three Vendors who score highest in technical and functional evaluations. The evaluation criteria mentioned in this RFPQ is tentative and the score earned by the Vendors in accordance with the evaluation parameters listed out above does not confer them right to be called for negotiation. Further, the Bank has sole discretion in selection of the successful Vendor and decision of the Bank in this regard shall be final.

XV. Award of Contract

A. Notification of Acceptance of Proposal

- Before the expiry of the period of validity of the proposal, The South Indian Bank Limited shall notify the successful Vendor in writing by hand-delivery or by email, that its Proposal has been selected. The Vendor shall acknowledge in writing receipt of the notification of selection and has to convey his absolute, unconditional and unqualified acceptance and thereafter enter into agreement / Contract within 10 days from the date on which selection is notified to Vendor. The proposed format of notification of acceptance is given in Annexure-12.

B. Project Management:

- The selected Vendor shall ensure that personnel deployed are competent, do not violate any of the contractual obligations under this contract and while on the premises of the Bank conduct them in a dignified manner & shall not behave in any objectionable manner.

C. Signing of Contract

- Acceptance of selection shall be followed by signing of the Contract. However, selection committee may negotiate certain terms & conditions with successful Vendor and obtain necessary approvals from higher authorities, before signing of the Contract. The Vendors should sign the SLA and NDA, which will be provided for successful Vendor. The signing of Contract will amount to award of contract and Vendor will initiate the execution of the work as specified in the Contract. The signing of contract shall be completed within 15 days of receipt of

notification of the acceptance of Proposal. Once the contract is executed, the terms in contract shall supersede the terms in the RFPQ.

- The contract is signed for the entire duration of the project. Successful Vendor shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under any act in force at that time in respect of all the hardware, software and network equipment's or other systems supplied by Vendor to the Bank from whatsoever source.

D. Conditions Precedent to Contract

The Contract is subject to the fulfillment of the following conditions: -

- Obtaining of all statutory, regulatory and other permissions, approvals, consents and no-objections required under applicable laws or regulatory bodies for the performance of the service(s) under and in accordance with the Contract.
- Furnishing of such other documents as the Bank may specify

E. Time Period for Completion of Assignment

- The assignment will be for a period comprising of implementation period (3 Months) for creating the IRACP software for SIB, Warranty period & AMC Period thereafter (Based on Bank decision).
- The Bank, at its option may extend the timeframe, depending on its requirements.
- The successful Vendor shall complete the project / perform and render the services within the agreed time frame starting from the date of award of Contract/Agreement.

F. Delay in Adhering to The Project Timelines/Liquidated Damages

- The Successful Vendor must strictly adhere to the time schedule, as specified in the Contract, executed between the Bank and the Vendor, pursuant hereto, for performance of the obligations arising out of the contract and any delay will enable the Bank to resort to any or all of the following at sole discretion of the Bank.
- If there is any delay in the implementation of the project due to Vendor /partner's fault in complying with time schedule furnished by the Vendor and accepted by the Bank, it will be charged at 18% per annum on the entire purchase order value mentioned in the purchase order for delayed number of days. Project Implementation cost in this context refers to total expenditure expected to be incurred by the Bank for procurement, design and implementation of IRACP Software in a workable condition, which includes the other requirements not

limited to RBI/other authorities/agencies/other relevant Acts, rules, regulations, directions as applicable. Thereafter the order/contract may be cancelled and amount paid if any, may be recovered with 1.25% interest per month. Any deviations from the norms would be treated as breach of the contract by the Vendor and will be dealt with accordingly. The delay will be measured with reference to time schedule to be specified in the contract to be entered with the successful Vendor.

- The Bank also reserves its right to claim damages for improper or incomplete execution of the assignment.

G. Use of Contract Documents & Information

- The successful Vendor shall treat all documents, information, data and communication of and with the Bank as privileged and confidential and shall be bound by the terms and conditions of the Non-Disclosure Agreement. The Vendor/implementation partner shall execute the Non-Disclosure Agreement simultaneously at the time of execution of the Contract.
- The successful Vendor shall not, without Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample or information or data or drawings / designs furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Vendor in the performance of the Contract.
- Any document in any form it has been obtained, other than the Contract itself, enumerated in this Proposal Documents shall remain the property of the Bank and shall not be returned.

H. NO CLAIM Certificate

- The Vendor shall not be entitled to make any claim, whatsoever, against the Bank under or by virtue of or arising out of, the Contract/Agreement, nor shall the Bank entertain or consider any such claim, if made by the Vendor after he has signed a 'No Claim' Certificate in favor of the Bank in such forms as shall be required by the Bank after the successful implementation of IRACP software and is completed to the satisfaction of the Bank.

I. Publicity

- Any publicity by the Vendor in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

J. Payment Terms:

- 10% after SLA/NDA signing
- 5% on delivery of UAT licenses and basic software.

- 15% after Release of all functionalities in UAT
- 15% after UAT Acceptance and sign off.
- 5% after closure of all audit points before Go-Live (Integrity certificate should be provided before go live)
- 5% on delivery of Production and DR licenses
- 5% after Training/Documentation
- 20% after successful Go LIVE
- 5% after delivery of complete Documentation.
- 15% after satisfactory working of solution for three months after successful implementation, supply of SBOM and successful completion of DR drill.

K. Taxes and Duties:

- The Successful Vendor will be entirely responsible to pay all taxes whatsoever in connection with delivery of the services at the sites including incidental services and commissioning.
- Wherever the laws and regulations require deduction of such taxes at the source of payment, Bank shall effect such deductions from the payment due to the Vendor. The remittance of amount so deducted and issue of certificate for such deductions shall be made by Bank as per the laws and regulations in force.
- Nothing in the contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India/abroad on income and profits made by the Vendor in respect of this contract.

L. General Terms and Conditions

- Bank reserves the right to either not to implement the solution or to partially implement the solution.
- Vendor should not outsource/subcontract the project fully or partly to a third party other than the partner mentioned in the RFPQ response.
- Any incomplete or ambiguous terms / conditions / quotes will disqualify the offer.
- Any terms and conditions of the Bank which are not acceptable to the Vendor should be specifically mentioned in the Proposal document.
- Bank reserves the right to accept or reject any Proposal without assigning any reason thereof and Bank's decision in this regard is final.
- The Bank reserves the right to stop the RFPQ process at any stage and go in for fresh RFPQ without assigning any reasons or to modify the requirements in RFPQ during the process of evaluation at any time.
- Bank is not bound to place an order on the lowest price vendor or the best technical vendor.

- Bank reserves the right to cancel the purchase order if the supplied items are not commissioned within the agreed period from the date of PO unless extended in writing by Bank.
- In case the selected vendor fails to deliver all or any of the ordered items as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the selected vendor.
- Bank can disqualify any vendor who fails to sign the Service Level Agreement (SLA) and Non-Disclosure Agreement (& NDA).
- The implementation shall be deemed to complete if the solution is rolled out to the full satisfaction of the Bank.
- The Bank reserves the right to cancel the contract and recover the expenditure incurred by the Bank if the selected vendor does not perform to the satisfaction of the Bank or delays execution of the contract. The Bank reserves the right to get the balance contract executed by another party of its choice. In this event, the selected vendor is bound to make good the additional expenditure which the Bank may have to incur in executing the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.
- All inquiries, communications and requests for clarification shall be submitted in hard copies / e-mail to Bank and response for the same shall be obtained in writing. Only such documents shall be considered as authoritative.
- Successful vendor shall be responsible for compliance with all requirements under the rules, regulations, terms & condition of all regulatory bodies / statutory authorities etc and shall protect and indemnify completely Bank from any claims / penalties arising out of any infringements / violations.
- Successful vendor shall protect and fully indemnify Bank from any claims for infringement of patents, copyright, licenses, trademark or the like.
- All the intellectual property rights related to the project shall be the property of Bank and Bank reserves the right to implement the same at other centers in future with or without the involvement of the successful vendor.
- The vendor should explicitly absolve the Bank of any responsibility / liability for the use of system or other supplied software, with regard to copyright / license violations, if any.
- Vendor should ensure that all points in the RFPQ (including Annexure) are taken into account before submitting the Proposal documents. If a particular point is mentioned in main document and not in annexure or vice-versa, it should not be construed as an error and the vendor should submit all relevant information irrespective of whether it has been requested or not. Bank reserves all right to ask any information related to RFPQ irrespective of whether it has been mentioned in the RFPQ or not.
- Proposal once submitted shall be final and no amendment by the vendor shall be permitted. A vendor shall submit only one set of proposals. However Bank reserves the right to re-negotiate the prices in the event of change in market prices

of both the hardware and software. Bank reserves the right to ask clarifications of any vendor on any matter specified in the submitted Proposal.

- Further, subsequent to the orders being placed / agreement executed, the vendor shall pass on to Bank all fiscal benefits arising out of reductions in Government levies viz., sales tax, excise duty, custom duty etc.
- All information disclosed through this RFPQ or verbally or in writing or in any manner or form including but not limited to all computerized data, information or software specifications, data, notes, memoranda and any other writings between the Bank and vendor or vice-versa shall be treated as confidential and shall not be disclosed to a third party, without mutual agreement.
- Sharing of Bank's data / information or voice data in public domains / social media is strictly prohibited.
- Neither the vendor nor the OEMs will have any right to audit the purchaser due to any reason.
- Vendor shall allow the Reserve Bank of India (RBI) or persons authorized by it or the Bank or Bank's approved auditors to audit, access the documents, records of transaction or data or any other information given to, stored or processed by vendor relating to Bank or this agreement (RFPQ), within a reasonable time failing which vendor will be liable to pay any charges / penalty levied by RBI
- In the event of any notification / circular / guideline issued by Reserve Bank of India (RBI) or any other regulatory/statutory authority restraining the Bank from availing the services or vendor from rendering the services under this agreement, Bank shall terminate the agreement forthwith, without assigning any reasons thereof.
- Vendors should ensure that exchange rate fluctuations, change in import duty/other taxes should not affect the rupee value of Proposal over the validity period defined in this RFPQ.

M.Right to Requirements

- Bank reserves the right to alter the requirements specified in the RFPQ. The Bank also reserves the right to delete one or more items from the list of items specified in the RFPQ. The Bank will inform all vendors about changes, if any.
- The vendor agrees that Bank has no limit on the additions or deletions on the items for the period of the contract. Further the vendor agrees that the prices quoted by the vendor would be proportionately adjusted with such additions or deletions in quantities.
- Vendor should compulsorily respond to any clarification (technical, functional, commercial) letter/E-mail sent by the Bank.
- The South Indian Bank Limited reserves the right to open the proposal soon after their receipt from all the Vendors without waiting till the last date specified.
- Continuity of project team members to be ensured during the period of project.
- Presence of any incomplete or ambiguous terms/ conditions/ quotes will disqualify the offer.

- The South Indian Bank Limited is not responsible for non-receipt of proposal within the specified date and time due to any reason including postal holidays, or other types of delays.
- The South Indian Bank Limited is not bound to place the order from the lowest price Vendor or the most competent Vendor.
- The Vendor shall share its technology strategies and research & development efforts, conducted in the course of this assignment with the Bank.
- All inquiries, communications and requests for clarification shall be submitted in Hard copies/e-mail to the Bank and response for the same shall be obtained in writing. Only such documents shall be considered as authoritative.
- The Vendors should ensure that all points in the RFPQ document are taken into account before submitting the Proposal documents.
- The Vendor should have implemented similar assignment and necessary verifiable references in this effect should be submitted with the proposal.
- Vendors are bound to make full disclosure of information required to judge them on the basis of selection criteria.

N. Litigation

- If it comes to the notice of the Bank that the Vendor has suppressed any information either intentionally or otherwise, or furnished misleading or inaccurate information, the Bank reserves the right to disqualify the Vendor. If such information comes to the knowledge of the Bank after the award of work, the Bank reserves the right to terminate the contract unilaterally at the total cost and risk of the Vendor. The Bank also reserves the right to recover any dues payable by the selected Vendor from any amount outstanding to his credit, including the pending bills etc., if any. The Bank will also reserve the right to recover any advance paid.
- Governing Law: - The Contract/Agreement shall be governed in accordance with the laws of Republic of India. These provisions shall survive the Contract/Agreement.
- Jurisdiction of Courts:-The courts of India at Ernakulam have exclusive jurisdiction to determine any proceeding in relation to the Contract/Agreement. These provisions shall survive the Contract/Agreement.
- Work under the Contract shall be continued by the selected Vendor during the arbitration proceedings unless otherwise directed in writing by the Bank unless the matter is such that the works cannot possibly be continued until the decision of the arbitrator or of the umpire, as the case may be, is obtained. Except as those which are otherwise explicitly provided in the contract/this document, no payment due or payable by the Bank, to the Vendor shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter or one of the subject matter thereof. The venue of the arbitration shall be at Ernakulam, Kerala State, India.

Annexure-1: Checklist for Submission of Proposal Documents

Sl No:	Description	Annexure No.
1.	Authorization Letter Format	2
2.	Check list for Submission of Eligibility Criteria	4
3.	Profile of Vendor/Partner	5
4.	Implementation Methodology	6
5.	Reference Site Details	7
6.	Past Experience	8
7.	Cover Letter for Commercial Proposal	9
8.	The format for furnishing the price of Software & Hardware	10
9.	Proposal Submission Covering Letter	11
10.	Notification of Acceptance	12
11.	Performance Certificate	13
12.	Supplier (Vendor) Security Baseline	14
13.	Capabilities of the Product	15
14.	Functional Requirements Document	16
15.	Architecture/Technical/General Requirements Document	17
16.	Integrity Certificate	18

Annexure-2: Authorization Letter Format

(On Organization's letter head)

Place:

Date:

To

Assistant General Manager
The South Indian Bank Ltd
Digital & Technology Department,
SIB Building, 3rd Floor,
Rajagiri Valley, Kakkanad,
Ernakulam, Kerala.

Dear Sir,

SUB: Authorization Letter for attending the Pre-Proposal negotiations.

REF: YOUR RFPQ NO: - **RFPQ /DTD/IRACP SOFTWARE/ /2025-26**

This has reference to our above RFPQ for implementation of IRACP software complying to RBI and other relevant Acts, rules, regulations, directions as applicable.

Mr. / Ms. _____ is hereby authorized to attend the Pre-Proposal negotiations & to discuss with you on the subject RFPQ– “IRACP Software” on _____ behalf of our organization.

The specimen signature is attested below: _____

Specimen Signature of Mr. /Ms. _____

Signature of Authorizing Authority

Name and designation of Attesting Authority

Annexure-3: Non – Disclosure Agreement

This Non-Disclosure Agreement ("Agreement") made and entered into at -----this -
-----day of -----20xx

BY AND BETWEEN

M/s XYZ, a¹ ----- registered under ----- Act, having CIN----- and its registered office at
.....and having a branch / office at
(hereinafter called ‘Service Provider/ *short name*’ which expression, unless contrary or
repugnant to the context, shall include its successors, administrators, executors, assigns as the
case may be) of the ONE PART;

AND

The South Indian Bank Ltd., a Banking Company registered under the Indian Companies
Act 1913 having CIN L65191KL1929PLC001017 and its Regd. Office at SIB House, T.B.
Road, Mission Quarters, Thrissur 680 001 Kerala and having a branch / office at Information
Technology Operations Department, Infopark Express Highway, Rajagiri Valley, Kakkanad,
Kerala - 682039 (hereinafter called the ‘Bank’ which expression shall where the context
admits include its successors and assigns) of the OTHER PART.

The Service Provider and Bank are hereinafter collectively referred to as “the Parties” and
individually as “the Party.”

WHEREAS

1. The Bank is engaged in Banking business and intends to appoint a service provider for IRACP Software (hereinafter referred to as “the Purpose”) in accordance with the best practices and guidelines of RBI/Companies Act 2013 and other relevant Acts, rules, regulations, directions as applicable and as per the scope which is specified in the RFPQ document (/ specified by Bank in this regard). In the course of such assignment, Bank may have various rounds of discussions and negotiations with service provider whose RFPQ responses are accepted by the Bank and it is anticipated that, during such discussions and negotiations, Bank or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the Service Provider some Confidential Information (as defined hereinafter), in connection with aforesaid Purpose. Further, the Bank may continue to provide such information if Service Provider is engaged by Bank pursuant to a formal written agreement.

¹ In case of a private/public company provide the Act under which registration is done. In case of partnership, LLP provide the relevant Act under which registration is done. In case of proprietorship concern name of the firm is to be followed by its office address, name of proprietor and his/her residential address and PAN and passport/election ID card/AADHAR number.

2. The Service Provider herein is aware and confirms that the Confidential Information made available to the Service Provider and or its representatives as stated hereinabove shall remain confidential.
3. The Service Provider is aware that all the confidential information under the RFPQ documents or those shared under the terms if this Agreement or ensuing agreement is privileged and strictly confidential and / or proprietary to the Bank.

NOW, THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the above premises and the Bank granting the Service Provider and or his agents, representatives to have specific access to the Bank's property / information and other data it is hereby agreed by and between the Parties hereto as follows:

1. Confidential Information :

1. "Confidential Information" means all information disclosed/furnished by the Bank or any such information which comes into the knowledge of the Service Provider prior to or during the course of engagement, whether made available orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the Service Provider to carry out the Purpose, and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential", provided that the oral information is set forth in writing and marked "Confidential" within fifteen (15) days of such oral disclosure. It further includes any information such as (i) Intellectual Property Rights and related information; (ii) technical or business information or material not covered in (i); (iii) Personal Information (iv) proprietary or internal information relating to the current, future and proposed products or services of the Bank including, financial information, process/flowcharts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Bank provide regarding third parties; (v) information disclosed pursuant to this Agreement including but not limited to Information security policy and procedures, internal policies and plans and organization charts etc; and (iv) all such other information which by its nature of the circumstances of its disclosure is confidential.
2. "Intellectual Property Rights" means all past, present and future rights of any patent, inventions, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, data base rights, domain names, trade and business names, computer programs, software, know-how or any other forms of intellectual property rights, title, benefits or interest and the right to ownership, exploitation, commercialization and registration of these rights, whether register able or not in any country and includes the right to sue for passing off.

3. The Service Provider may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the Purpose stated in recital clause 1 of this Agreement.

Confidential Information does not include information which:

1. Is or subsequently becomes legally and publicly available without breach of the binding obligation on the part of Service Provider stated in this Agreement.
2. Was rightfully in the possession of the Service Provider without any obligation of confidentiality prior to receiving it from the Bank, or prior to entering into this Agreement, provided the Service Provider shall have the burden of proving the source of information herein above mentioned and are applicable to the information in the possession of the Service Provider.
3. Was rightfully obtained by the Service Provider from a source other than the Bank without any obligation of confidentiality.
4. Was developed by the Service Provider independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.
5. Is released from confidentiality with the prior written consent of the Bank.

The Service Provider shall have the burden of proving hereinabove are applicable to the information in the possession of the Service Provider.

Confidential Information shall at all times remain the sole and exclusive property of the Bank. Upon termination of this Agreement, Confidential Information shall be returned to the Bank or destroyed at its directions. The destruction of information if any shall be witnessed and so recorded, in writing, by an authorized representative of each of the Parties. Nothing contained herein shall in any manner impair or affect rights of the Bank in respect of the Confidential Information.

2. Data Protection :

The Bank may, if need be, provide the Service Provider with certain personal data or sensitive personal data or information (collectively “Personal Information”) relating to an individual/ customer of the Bank in accordance with the applicable laws, including the applicable data protection laws which may be amended from time to time. The Service Provider shall use or otherwise process (collectively, “Process/Processing”) the Personal Information in accordance with the following:

1. The Service Provider hereby agrees to abide by all the requirements under all applicable laws, including the applicable data protection laws;

2. The Service Provider hereby agree to abide by all instructions, documents and policies that may be issued to the Service Provider by the Bank with regard to the Processing of Personal Information; and
3. The Service Provider hereby represent that it has implemented technical and organizational security measures of such standard as prescribed under any applicable laws, regulations, rules etc in force, to protect the Personal Information against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and against all other unlawful forms of Processing.

3. Restrictions on Use :

The Service Provider undertakes and covenants that:

1. The Service Provider shall not disclose any Confidential Information to third parties for any purpose without the prior written consent of the Bank. However, where the Service Provider is required to disclose Confidential Information in accordance with judicial or other governmental action, the Service Provider will give the Bank reasonable prior notice unless such notice is prohibited by applicable law.
2. The Service Provider will not use, copy, transfer or publish any Confidential Information for any purposes except those expressly contemplated or authorized by the Bank.
3. The Service Provider shall take the same reasonable security precautions as it takes to safeguard its own confidential information, but in no case less than reasonable care.
4. The Service Provider undertakes to impose the confidentiality obligations on all directors, officers and employees or other persons who work for the Service Provider or under its direction and control, and who will have access to the Confidential Information.

4. Publications :

The Service Provider shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever any details pertaining to the negotiations, purpose of this Agreement, prospective agreement with Bank, the contents / provisions thereof, including references whether through media, social network or otherwise, without the prior written approval of the Bank.

5. Term :

This Agreement shall be effective from the date hereof and shall terminate on the Expiry Date, being the earlier of:-

1. the date falling 72 months from , and

2. the termination of engagement/ appointment of Service Provider (made pursuant to formal agreement in writing), by the Bank at its sole discretion or termination of such engagement by efflux of time.

The Service Provider hereby agrees and undertakes to the Bank that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further comply with stipulation on destruction of Confidential Information stated in clause 1.

Obligation of confidentiality contemplated under this Agreement shall continue to be binding and applicable without limit in point of time.

6. No Obligation to Contract :

This Agreement does not constitute, and shall not be construed to create, any obligation on the part of either Party hereto to enter into the ensuing contract with respect to Purpose and no such obligation can be created except by a duly authorized definitive written agreement or contract related to Purpose.

7. Title and Proprietary Rights :

Notwithstanding the disclosure of any Confidential Information by the Bank to the Service Provider, the title and all intellectual property rights and proprietary rights in the Confidential Information shall remain with the Bank.

8. Remedies:

The Service Provider acknowledges the confidential nature of the Confidential Information and breach of any provision of this Agreement by the Service Provider will result in irreparable damage to the Bank for which monetary compensation may not be adequate and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act of violation of any provision hereof, the Bank shall be entitled, in addition to other remedies for damages and relief as may be available to it, to an injunction or similar relief prohibiting the Service Provider, its directors, officers etc from engaging in any such acts which constitutes or results in breach of any of the covenants of this Agreement. Any claim for relief to the Bank shall include the Bank's costs and expenses of enforcement (including the attorney's fees).

9. Governing Law:

The provisions of this Agreement shall be governed by the laws of India and the Parties hereto agree to submit to the exclusive jurisdiction of competent court at Thrissur in relation thereto even though other courts in India may also have similar jurisdictions.

10. Indemnity:

The Service Provider shall defend, indemnify and hold harmless the Bank, its affiliates, subsidiaries, successors, assignees and their respective officers, directors and employees,

at all times, from and against any and all claims, demands, damages, assertions of liability whether civil, criminal, tortuous or of any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties made by the Service Provider and / or breach of any provisions of this Agreement, including but not limited to any claim from third party pursuant to any act or omission of the Service Provider, in the course of discharge of its obligations under this Agreement.

11. Applicability of Provisions :

The provisions of this Agreement are jointly and severally applicable and will not be considered waived by any act or acquiescence, except by a specific prior written confirmation. Accordingly, both Parties will expressly agree in writing to any changes in the Agreement.

If any provision of this Agreement is held illegal, invalid or unenforceable by law, the remaining provisions will remain in effect. Moreover, should any of the obligations of this Agreement be found illegal or unenforceable for any reasons, such obligations will be deemed to be reduced to the maximum duration, scope or subject matter allowed by law.

If any action at law or in equity is necessary to enforce or interpret the rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

12. General :

The Service Provider shall invariably comply with provisions stated in *Supplier (Vendor) Security Baseline document* attached as Annexure-15 to this Agreement.

The Bank discloses the Confidential Information without any representation or warranty, whether express, implied or otherwise, on truthfulness, accuracy, completeness, lawfulness and merchantability, fitness for a particular purpose, title, non-infringement, or anything else.

**For and on behalf of -----
-----Ltd.**

Name
Designation

Witness

**For and on behalf of The South Indian
Bank Ltd.**

Name
Designation

Witness

Annexure-4 : Check list for submission of eligibility criteria

Sl. No.	Details	Compliance (Yes/No)	Proofs enclosed	Remarks (avoid this column during submission)
1.	Vendor should be a company under Indian Laws.			Reference of Act/Notification, Registration Certificate or any document evidencing the formation of entity and full address of the registered office.
2.	The Proposal shall be submitted by either an OEM (Original Equipment Manufacturer/ Product Vendor) / SI (System Integrator). The term “Vendor” used in this RFPQ refers to the entity who has submitted the Proposal.			Certificate from OEM for SI as Vendor.
3.	The Vendor should be a company and have a local presence of support center locally in India.			Vendor should specifically confirm on their letter head in this regard.
4.	The Authorized Partner / Distributor / SI, etc. also should have direct presence or representative offices and support centers in India.			Vendor should specifically confirm on their letter head in this regard.
5.	Client references should be provided for implementation of IRACP software in at least one Scheduled commercial bank			Client Details with Email/Landline/Mobile for whom the Vendor has executed similar projects. This should include the Bank to whom this solution has been provided. The Vendor should also provide performance

				<p>certificate (clients letter head Annexure-13) from clients kept as reference (Start and End Date of the project to be mentioned)</p> <p>1. 2. 3.</p>
6.	Vendor should not have been blacklisted for deficiency in service by any Public Sector Banks/ Private Sector Banks / RBI / FEDAI / IBA or other regulatory/statutory authority.			Self-Declaration to be submitted by the Vendor, which is subjected to the satisfaction of South Indian Bank.
7.	Past/Present litigations, disputes, if any			Brief details of litigations, disputes, if any are to be given on Company's letter head.
8.	Development / Testing / Deployment Methodologies			Documents on development / testing / deployment framework, tools, templates & utilities to be provided.
9.	If the Vendor intends to partner with another entity to complete the entire assignment, they should clearly specify in the Proposal the name of that entity (i.e. OEM/SI) with whom they propose to partner. Further the Proposal should clearly spell out the tasks proposed to be undertaken by the partner. If any of the functional/technical requirements is achieved with the help of partner, details of such requirements shall be mentioned in the Proposal and during the			Vendor should specifically confirm on their letter head in this regard.

	product demonstration the partner shall display his capability in achieving the aforementioned requirements. The partner is also required to fulfill the eligibility criteria specified in this RFPQ and the Vendor is responsible for furnishing the required details to check the eligibility of partner.			
10.	Vendor should sign the Non-Disclosure Agreement in stamp paper with applicable stamp duty if selected by the Bank			
11.	Vendor should agree to the terms and conditions of SLA, which shall be submitted in detail for the successful Vendor.			Vendor should specifically confirm on their letter head in this regard.
12.	For the offered solution Bandwidth must be clearly specified with readiness to verify the same in bank's network prior to selection process			
13.	Vendor should have total net worth above INR 5 crores or revenue more than INR 5 Crores in last audited financial results.			Copy of the audited balance sheets along with Profit and Loss statement for the corresponding years and / or Certificate of the Chartered Accountant.

Annexure-5:- Profile of Vendor/Partner

Sl. No	Particulars	Response
1	Company Name	
2	Date of Incorporation	
3	Name of Indian representative/office (indicate: own, dealer, distributor, JV)	
4	Company Head Office address * Contact person(s) * Designation * Phone Number * Mobile Number * E-mail Address	
5	Address of Indian representative/office * Contact person(s) * Phone Number * E-mail Address	
6	Number of Employees supporting the project : * Marketing/Sales * Technical Support * Research and Development * Implementation	
7	Ownership structure (e.g. Inc., partnership) * Who are the primary shareholders? * State the major shareholders with percentage holding in case of limited Companies.	
8	Years of Experience in Providing the IRACP Software to the clients	
9	Location: Support Location – In India	
10	Provide the range of services offered covering service description and different schemes available for: Customization, Implementation Support, Delivery Ongoing support (AMC, Help Desk), Training Any Others (specify)	
11	State pending or past litigation if any within the last year with details and explain reasons. Please also mention any claims/complaints received in the last year.	
12	Enclose abstracts of the Balance sheet and P/L Account for the last year	
13	Independent analyst research report (if any)	
14	Major changes in Management for the last year	

Annexure-6:- Implementation methodology

Sl. No.	Details of methodology / approach	Detailed Response
1	The methodology section should adequately address the following stages of the project:	
i.	Frequency and approach for periodic reporting on the progress of the project and actual status vis à vis scheduled status	
ii.	Detailed Study of Current Status, with detailed work steps and deliverables	
iii.	Gap analysis including identification and resolution of gaps	
iv.	Customization, development and necessary work around	
v.	Building up of interfaces with the applications used by the Bank	
vi.	Setting up of the platform and creating the IRACP Software for SIB/ Other relevant applications.	
vii.	SIT, User acceptance testing, Performance testing	
viii.	Pre Go-live Audit, Data Migration audit, VAPT, WASA, Delivery Audit	
ix.	Planning for rollout and identification of key issues that may arise along with proposed solutions	
2	Timelines	
3	Project management activities	
4	Roles and responsibilities of proposed personnel both from the vendor and Bank's end.	
5	Vendor may provide the following details with respect to the methodology followed in Project Management for the Bank	
i.	Project Name	
ii.	Project Location	
iii.	Client Name	
iv.	Client address	
v.	Client contact/reference person(s)	
vi.	Project started (month/year)	
vii.	Project elapsed time – months	
viii.	Man months effort	
ix.	Project Size (No of branches, modules covered and any other relevant details)	
x.	Name of senior project staff	
xi.	Nature of the Project	
xii.	Project Management Methodology used	
xiii.	Role of the Vendor, whether complete end to end involvement or for a particular module	
xiv.	Project detail (Broad detail – information about all activities handled, modules forming part of the Project of the Client Bank, associated activities, time lines activity wise and module wise may be detailed.)	

The Vendors are expected to provide crisp descriptive response against each point above.

Annexure-7:-Reference Site Details

The reference sites submitted must be necessarily of those Banks where the proposed Vendor/Proposed software solution has been awarded the contract in the last three years prior to the last date for submission of Proposal at the Bank. For those references where the offered solution is accepted but implementation is not started, the acceptance should be valid as on the last date for submission of Proposal at the Bank. Please provide reference details in the format defined below:

Particulars	Response
Name of the Bank/ Financial Institution	
Country of Operation	
Address of the Organization	
Annual Turnover of the Organization for the Financial Year 2023-24	
Date of commencement of Project	
Date of completion of Project	
Scope of Work for Solution	
Partner for the project	
Project Start date and End date	
List all the modules/components of the system being used.	
Type of Architecture in which the system has been implemented.	
Implementation details e.g. Number of Sites, time taken for Operationalization, volumes of processing etc.	
State the duration of the implementation	
Number of users and the geographical spread of the implementation	
Average Team size on site for project implementation (SI & OEM Team)	
Contact Details from the Bank/Financial Institution for reference	
<input type="checkbox"/> Name of the Contact Person	
<input type="checkbox"/> Designation	
<input type="checkbox"/> Phone Number/e-mail	

Annexure-8:-Past Experience

List of major customers where the proposed solutions have been implemented/under implementation and their reference details

No.	Name & complete Postal Address of the Customer	Name & Brief scope of work done by OEM (Specify the size of the Bank, the Approaches etc.)	Name & Brief scope of work done by SI (Specify the size of the Bank, the Approaches etc.)	Attach reference Letter	Contact Details (Name, Designation, Phone, Email)	Project Status (Completed/Under Implementation, Start Date, End Date)

*In cases where SI acts as Vendor, while counting the number of Banks for the purpose of assigning marks under this parameter only the number of Banks where SI has customized the software of the OEM shall be taken.

(Enclose necessary documentary proof such as reference letter etc.)

Annexure-9:-Cover Letter for Commercial Proposal

Note: This Cover Letter for Commercial Proposal from the Vendor should be on the letterhead of the Vendor and should be signed by an authorized person.

Date:

To,

Assistant General Manager
The South Indian Bank Ltd
Digital & Technology Department,
SIB Building, 3rd Floor, Kakkanad
Ernakulam, Kerala, India – 682039

Dear Sir/ Madam,

Subject: Response to RFPQ Ref No:

Having examined the RFPQ Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply & deliver the IRACP software in conformity with the said documents may be ascertained in accordance with the commercial Proposal (termed as Annexure-10 and Annexure-11 in your RFPQ) attached herewith and made part of this proposal.

We undertake, if our proposal is accepted, to deliver, install and commission the system, in accordance with requirements specified within the RFPQ and as per the Best Practices and Guidelines of RBI and other relevant acts, rules, regulations, directions as applicable.

We agree to abide by the proposal and the rates quoted therein for the orders awarded by the Bank.

Until a formal contract is prepared and executed, this Proposal, 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 above contract, we will strictly observe the laws in force in India.

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

Dated this day of 2025

(Signature)

(Name) (In the capacity of)
(Duly authorized to sign Proposal for and on behalf of)

Annexure-10: Format for furnishing the price of Software (Bill of Material)

The format for furnishing the price of software

The Bank intends to procure IRACP Software. The Bank should have the ownership and right to use these without any restriction of Customization/Modification.

Sl.No	Modules (if applicable)	Description	Total Price in INR	Comments By Vendor
1				
2				
3				

* All rates to be freezed for 5 years.

Cost of the Application software, Customization, Training, etc

TABLE-A: Cost of the application, Software, Customization, Training, etc
The cost of each module has to be provided as per the below format

Sl.No	Item Description	Total Price	Taxes / VAT if any	Total payable
1	License fee			
2	Implementation /Customization fee			
3	Any Other Costs			
	GRAND TOTAL (Total of 1,2,3)			
4	Man day rate for customization			
5	Man day rate for support			

TABLE-B: Cost of AMC and ATS after the warranty for Software, Customization etc for a period of 5 years

S.No	Item Description	AMC Amount for full period after warranty (Year Wise)	Service Taxes if any	Total payable
GRAND TOTAL				

*Vendor needs to provide the developer rates per month/per person and Support personnel rates (both onsite and offsite) for minimum 2 years from Go-live.

*As part of AMC/ATS vendor has to provide L2 and L3 support for the product and solution implemented. No additional cost shall be paid by the bank for the support of software/solution.

(Amount in INR only)

TOTAL PAYABLE IN INDIAN RUPEES AS PER TABLE A	
TOTAL PAYABLE IN INDIAN RUPEES AS PER TABLE B	
TOTAL PROPOSAL PRICE.	

Amount in words:

TABLE C: Cost of on-site FM support (optional)

Sl.No	Item Description	Total Price	Taxes / VAT if any	Total payable
1	Man day rate for support			

Note: Applicable taxes and Duties: Details of all applicable taxes to be paid by the Bank must be specified. Applicable Duties to include customs, excise etc. All taxes and duties to be given in Rupee value only.

- 1) In case the Vendor is a SI, the hardware specification given in this part should be endorsed by OEM whose software is proposed to be deployed by SI.

Dated.....

(Signature)

(In the capacity of)

Duly authorized to sign Proposal for & on behalf of

(Name & Address of the Vendor)

Annexure-11: Proposal Submission Covering Letter

Note: This Proposal Offer Covering letter should be on the letter head of the Vendor and should be signed by an authorized person.

Date:

To,

Assistant General Manager The South Indian Bank Ltd, Digital & Technology Department,
SIB Building, 3rdFloor, Kakkanad, Ernakulam, Kerala, India – 682039

Dear Sir/ Madam,

Subject: Response to RFPQ Ref No: **RFPQ /DTD/IRACP SOFTWARE**

- i. With reference to the RFPQ, having examined and understood the instructions, terms and conditions forming part of the RFPQ.
- ii. We agree and undertake that, if our Proposal is accepted, we shall deliver, install, support and tune the IRACP Software in accordance with the requirements specified in the RFPQ within the timeframe specified, starting from the date of receipt of notification of award from The South Indian Bank Ltd.
- iii. We acknowledge having received the following addendum to the Proposal document:

Addendum No.	Dated

- All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the Proposal and disqualify us from the selection process.
- We confirm that the offer is in conformity with the terms and conditions as mentioned in RFPQ and it shall remain valid for 180 days from the last date of the acceptance of this Proposal.
- We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws in force in India.
- We are also aware that The South Indian Bank has also right to re-issue / recommence the Proposal, to which we do not have right to object and have no reservation in this regard; the decision of the Bank in this regard shall be final, conclusive and binding upon us.
- We confirm that our company/system integrator/other partners participating in this Proposal as part of the consortium have not been black listed/banned by a regulatory authority and any previous ban is not in force at present.

Dated this day of 2025

Yours faithfully,

(Signature)

(In the capacity of)Duly authorized to sign Proposal for & on behalf of
(Name & Address of the Vendor)

Annexure-12:- Notification of Acceptance

(On Organization's letter head)

Place:

Date:

To

Assistant General Manager
The South Indian Bank Ltd
Digital & Technology Department,
SIB Building,
3rdFloor, Rajagiri Valley
Ernakulam, Kerala,

India – 682039

Dear Sir,

SUB: RFPQ No **RFPQ /DTD/IRACP SOFTWARE/ /2025-26** Dated

REF: Your Letter No: - _____ Dated _____.

This has reference to your letter on the subject, notifying us about the selection of our Proposal.

We hereby convey our absolute, unconditional and unqualified acceptance for the work and activities as per the Scope of Work and other terms and conditions mentioned in the subject RFPQ.

Signature of Authorized Person
(Seal)

Annexure-13: Performance Certificate

To be provided on Organization's letter head

To,
Assistant General Manager
The South Indian Bank Ltd
Digital & Technology Department,
SIB Building,
3rd Floor, Rajagiri Valley
Ernakulam, Kerala,

Sir,

Reg.: RFPQ for New IRACP Software

This is to certify **<company Name with Address>** has supplied/implemented complete IRACP Software originally developed by **<OEM name>** in our organization since **<Month and Year>**. The IRACP Software is running successfully in our organization and the services of **<company Name >** are satisfactory.

The solution is handling transaction volume of approx. **<xxx>** TPS.

The certificate has been issued on the specific request of the **<company Name >**.

Place:

Date:

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

<seal of Bank/Client>

Annexure-14: Supplier (Vendor) Security Baseline

1. Scope of the document

The referred document is applicable to all the relevant vendors who are dealing with SIB data / IT Services directly or indirectly. The applicability may be in one of the form of solutions provided to SIB, FM related services rendered to SIB, end to end services facilitated by the vendor/supplier etc. The security baseline / guidelines stated herein are to be considered as indicative and not exhaustive. Also, these may be updated / revised in accordance with exigency, and the supplier will be informed of the same for compliance.

2. Security Policy

The Supplier/vendor is insisted to have and comply with Information Security guidelines, procedure, policies etc which meet applicable minimum industry standards such as regulatory requirements, ISO standards etc. The vendor should follow security policy which must comply with the laws, regulations, operational procedures and systems security configurations. This policy must be reviewed on a regular basis by the Supplier.

3. Organizing Information Security

- Individual Roles and responsibilities need to be clearly defined and implemented while handling SIBs data or services delivered.
- SLA / Non-disclosure agreements (NDA) must be signed by Suppliers prior to being granted access to SIB information.
- All activities involving SIB's information must be approved and secured by the Supplier.

4. Asset Management

- An appropriate set of procedures for information labeling and handling must be developed and implemented while handling SIB assets.
- Personal use of SIBs equipment, devices, application, services, information etc is not allowed

5. Human Resources Security

- Security roles and responsibilities of employees, contractors and third party users must be defined and documented to ascertain SIBs data protection control requirements including background checks to the extent permitted by applicable law.
- All employees, contractors, and third-party users must be notified of the consequences for not following security guidelines in handling SIB information.
- All assets used to manage or store SIB information must be protected against unauthorized access, disclosure, modification, destruction or interference.
- All employees, contractors and third party users must be provided with education and training in secure information processing requirements.

6. Physical and Environmental Security

- Information processing facilities where SIB information is stored must be secured and protected from unauthorized access, damage, and interference.
- Physical security controls such as access card, biometric access, security cameras etc. to be implemented before granting access.
- The number of entrances to the information processing facilities should be restricted and access to be granted on need basis. Every entrance into these areas requires screening. (e.g. Security guard, Card reader, CCTV). Logs must be recorded and maintained.
- Physical access must be restricted to those with a business need. Access lists must be reviewed and updated at least once per month / quarter.
- Process, training and policies must be in place to determine visitor access, after-hours access, and tailgating into controlled areas must be prevented.
- Emergency exits in controlled areas must be in place.

7. Communications and Operations Management

- Operating procedures must be documented and managed by a change control process.
- Supplier should maintain segregation of duties wherever possible.
- Suppliers are responsible for SIBs data protection, privacy compliance, and security control validation/ certification of their partners which is mentioned in RFPQ response.
- Supplier must support standards and procedures that ensure confidentiality, integrity and availability of information and services with continuous oversight on new threats and vulnerabilities by a documented risk assessment process driving risk mitigation implementation on a timely basis.
- System administrators / operators must have adequate training and experience to securely administer the SIB infrastructure.
- Suppliers must maintain sufficient overall control and visibility into all security aspects for sensitive or critical information or information processing facilities accessed, processed or managed by a third party.
- Supplier must define the end of life process (EOL) for all applications /software services / websites which could include date of EOL and any business triggers that may result in updated EOL date.
- Supplier must remove or destroy all SIB Information by the date requested by the SIB business Contract, or within 30 days of termination of Supplier contract. Copies of data subject to legal data retention requirements or on system backup should be submitted to SIB. SIB data which is no longer required must be shredded / degaussed.
- All SIB Information transferred must be properly secured. Supplier must not transfer SIB Information to other systems or be used for purposes other than specified, unless approved by SIB. Supplier must inform the SIB all third parties that the Supplier uses to deliver the service.
- Access and Accuracy: The supplier must implement reasonable measures to ensure that the SIB information is accurate and current.

8. Access Control

- The access control must specify rights for each user or group of users in applications and must include a process for granting and removing access to all information systems and services. A record of all privileges allocated must be maintained.
- Each user must have a unique user ID and practice the use of strong passwords which are at least eight characters long and composed of letters, numbers and special characters wherever feasible. Suppliers must ensure a password is delivered via a secure and reliable method and a secure temporary password which is changed immediately on login. Avoid usage of Generic Ids
- Individual user accounts should not have administrative access unless absolutely necessary for successful service delivery which is approved by SIB.
- Access to applications and data must be reviewed at regular intervals to prevent unauthenticated users from accessing SIB data or using vital system resources and must be revoked when no longer required.
- All Client systems must log off after a defined period of inactivity and have password protected screen savers. For laptops and mobile devices increased security access controls must be implemented.
- Applications, ports, services, and similar access points installed on a computer or network facility, which are not specifically required for business functionality, must be disabled or removed.
- Network segments connected to the Internet must be protected by a firewall which is configured to secure all devices behind it.
- User connection capability must be documented with regard to messaging, electronic mail, file transfer, interactive access, and application access.
- All extranet connectivity into SIB must be through approved and authorized secure remote connections from SIB.
- All production servers must be located in a secure, access controlled location.
- Supplier is responsible for implementing the secure protocols at their sites and managing the protocols by a change control process.
- Firewall must be configured properly to address all known security concerns.
- Infrastructure diagrams, documentation and configurations must be up to date, controlled and available to assist in issue resolution.
- Access controlled applications must implement a lock out after 5 consecutive failed login attempts.
- Applications containing Confidential / Sensitive data must require a password change every 30 days or less.
- Applications must never capture and store the user's password and provide it during the login process.
- Access to Data encryption /Data Security must be limited and controlled to prevent unauthorized access.
- Externally facing web applications must logoff unattended sessions at or before 30 minutes of inactivity.

9. Information Systems Acquisition, Development and Maintenance

- All applications should be designed to meet requirements for availability and protected from denial of service attacks.
- Application development cycle must follow industry accepted Secure Development Lifecycle (SDL) principles, best secure coding standards and practices.
- Systems security patches are to be installed on production systems on a timely basis according to threat level recommendations of the issuing vendor. Exceptions must be documented and based on defined business process controls.
- All applications developed by the Supplier must have a code review prior to being released into the production environment.
- Development, test, and operational environments must be separated to reduce the risks of unauthorized access or changes to the operational system.
- Weak encryption algorithm should not be in practice
- Change Management process to be implemented.
- Firewall settings should be appropriately configured and secured.
- Auditing should be enabled in the applications/services for all the critical activities.
- Provision for Maker - Checker facility should be enabled
- To the extent possible, data transfer from one application to another should support 'straight through processing'. In any case even if there is manual intervention, precautions such as encryption etc should be deployed to prevent unauthorized modifications.
- Audit trails which are pre-requisite for financial systems should be made available.
- Application integrity statements are to be accepted by the vendor, undertaking that application is free of malware at the time of sale, free of any obvious bugs, and is free of any covert channels in the code being provided and any subsequent modifications to be done on them.
- Provision of user registration and revocation should be facilitated in the application/services rendered by the vendor.
- Only necessary and required services or protocols should be enabled on the server

10. Information Security Incident Management

- A documented information security event management process must be implemented which includes incident response, escalation, and remediation.
- i. Information security events and incidents include:
 1. loss of service, equipment or facilities,
 2. system malfunctions or overloads,
 3. human errors,
 4. non-compliances with policies or guidelines,
 5. breaches of physical security arrangements,
 6. uncontrolled system changes,
 7. malfunctions of software or hardware,
 8. access violations,
 9. legal and regulatory violations
 10. Malware

11. Suspicious and benign behaviors that may lead to an event

- Any security event involving or impacting SIBs services must be reported to SIB within the shortest duration of time.
- Data Retention Logs must be maintained and made available for use in investigations as related to any security incidents.
- Applications developed by the Supplier will allow all data to be extracted if required by the Banks Inspection / Forensic team. The process should be allowed until the event is over.
- Both parties will act in good faith to preserve the other company's evidence and reasonably cooperate with each other during an investigation.

11. Business Continuity (BC) Management

- Disaster Recovery (DR) plans must be documented and tested at least annually.
- All system media has a regularly scheduled backup and restore capability implemented and tested.
- Disaster recovery resources must be documented and made available to SIB upon request.

12. Virtualization and Cloud Services

Supplier must obtain prior approval from SIB before providing virtualization / cloud services for maintaining SIB information / data.

13. Compliance

Supplier must undertake to comply with all the clauses stated herewith, and must abide by the terms and conditions of SLA/NDA. SIB has the right to audit security environment of the third party site providing services to the Bank by engaging Banks own officials, internal / external IS auditors, by way of compliance audit by regulatory agencies like RBI etc. Supplier must have a process to document non-compliance of any legal, regulatory or any such instance while handling or processing SIB data.

Annexure-15: Capabilities of the Product

SI No	Technology	Details
1	Features available- List	
2	Reports available- List	
3	Supported Architectures	
4	Inbuilt Tools	
5	Supported Standards	
6	Latest and advanced features	
7	Unique Features	
8	Features which are not available compared to other products	
9	Security features available	

Annexure 16- Functional Requirement Document:-

The type of response / scale	Expansion/meaning
A	Available – Standard Feature
B	Not Available but can be provided before Go Live without any additional cost to the Bank.
C	Partially Available/Functionality requires customization of the product.
D	Deviation/Compliance with Conditions
E	Not feasible in the product due to architecture or structural limitations.

Asset Classification

SL No	Functional Requirements	Application Provider Feed Back(A/B/C/D/E)	Comments (if any)
1.	The system should comply with all RBI guidelines from time to time		
2.	Incorporate all the anomalies for classification of accounts which is explicitly mentioned in Master circular for IRACP; including anomalies for Term Loans, OD/CC (Out of order status, Non submission of stock statement, non-renewal of accounts), Project finance (non-achievement of DCCO), Bills, PC etc. and should do the classification on T basis itself i.e on running the day end activity of the bank.		
3.	Treatment of packing credit loans should be as per the treatment of the bills i.e PC should be classified as NPA based on the due date of each disbursement.		
4.	For Farm Credit Loans facility for State wise and crop wise mapping of crop season days to be provided at front end itself for both short term and long term		
5.	For KCC Interest subvention type accounts, limit expiry anomaly as in case of normal OD/CC account need not be considered here. Instead, the entire amount to be demanded on limit expiry date and the		

	NPA anomaly to be applied as applicable i.e. short term crop/Long term crop.		
6.	In case of KCC accounts Which is a revolving credit, instances where Principal reduction has happened also will be there which should be considered as irregularity and DPD should start. Further, non-payment of charges also to be considered as Irregularity. If the account is within the limit after debiting the charges, such charges to be considered as Serviced		
7.	For accounts which are not classified under Farm Credit but are under Agriculture, the accounts should undergo the anomalies of normal accounts.		
8.	Presently the only derivative transaction handled by the bank is Forward Contract, which is crystallized, if required, within the due date. Further, Bank is now proposing for various derivative products, hence the following anomaly should also be configured. <i>“In respect of derivative transactions, the overdue receivables representing positive mark-to-market value of a derivative contract, if these remain unpaid for a period of 90 days from the specified due date for payment”</i>		
9.	Classification of Investments also to be handled in the software		
10.	The asset class change due to the erosion of security to be captured and the further ageing of asset to be based on the previous classification date and not on the original classification. <i>(Previous asset classification date i.e if previous classification is Doubtful 1, then next classification (Doubtful 2) date calculation should start from the date of classification of Doubtful 1 and not NPA classification date).</i> The classification should be as per RBI guidelines i.e, if erosion above 50% then Doubtful and if above 90% then Loss.		
11.	There should be an option for entering Manual marking in the system (MOCs) both individual account wise/customer wise and provision for bulk upload.		

12.	Provision to upload notes w.r.t Manual marking, fraud classification and Accelerated provisioning to be included		
13.	System should be capable for classification of loans against 100% deposits, NSC/KVP etc.		
14.	Provisioning of NFB limits to be automated based on a given logic and should not be above the GNPA at any point of time		
15.	Accounts which are maintained outside CBS also to be considered for classification such as Credit Cards, Direct Assignment deals, Co-lending, Check out finance etc.		
16.	For Dropline OD cases, where features of both Term Loan and OD/CC is there, system should capture the anomalies of both such limits		
17.	The system should be able to classify restructured accounts under a specific category and as per the norms by RBI with appropriate ageing and provisioning. Even without the overdue anomalies, system should tag such accounts as NPA if the same is as per RBI guidelines. In such cases, auto upgradation of accounts also to be done based on the category of Restructuring on a predefined logic.		
18.	GNPA of Packing Credit accounts to be arrived using a separate logic as the interest for the same is debited in related operative accounts		
19.	GNPA tagging of Simple Interest type accounts where interest accrued is parked in suspense of accounts		
20.	Addressing SUIT filed accounts under both scenarios (New consolidated account opening as well as GL conversion)		
21.	Joint borrowers also to be classified as NPA if the anomaly is in the Joint account and the same should be done at first level of Joint borrower only.		
22.	Upgradation to be done only on clearing of entire anomalies and further, for joint borrowers, the same should be done if the anomalies in the joint account and all individual account of the joint holder is cleared.		
23.	Provision should be there for classification of Credit Cards also if the same is hosted in our		

	system		
24.	Upgradation of accounts due to crediting of sale proceeds etc. to be blocked		
25.	Accounts where One Time Settlement is given, auto upgradation should be blocked		
26.	System should consider the accounts in credit balance also for probable NPA identification		
27.	System should be in a position to handle fraud classification which is marked in CBS. Further such fraud classified accounts to be marked as Loss asset automatically by the system. Provision in these accounts to be provided as 100%		
28.	Apart from classification as NPA, classification of accounts as SMA 0, 1 and 2 also should be done by the system. System should also have the facility to mark exclusion in SMA 0, 1 or 2 due to any non-adjustment of funds in the account received at our end.		
29.	System should be able to identify accounts slipped as quick mortality based on the repayment start date, NPA date, account sanction date etc.		
30.	Bank will resort to prudential/technical write offs but the account will continue to be in CBS. Hence system should be capable of identifying GNPA excluding Interest on NPA, Charges on NPA and Technical write offs etc.		

A. Income Recognition/De-recognition

SL No	Functional Requirements	Application Provider Feed Back(A/B/C/D/E)	Comments (if any)
31	All interest which are unpaid to be de-recognized and pushed to CBS for necessary automated entry to be passed on 'T' day itself i.e day on which bank's EOD activity is carried out.		
32	All charges which are of the nature of Income which are un-paid to be de-recognized and pushed to CBS for automated entry on 'T' day itself		
33	The above is applicable to Non CBS accounts as well		
34	Upon upgradation, the entire income de-recognized should be recognized as Income		

35	Account will continue to charge interest and charges even after classification of the account as NPA and hence system should be capable to identify such interest/charges portion. Further any credits coming to such NPA account should be adjusted based on predefined logics i.e PIC/IPC etc. as the case may be..		
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B. Provisioning

SL No	Functional Requirements	Application Provider Feed Back(A/B/C/D/E)	Comments (if any)
	<u>Provisioning for NPA Accounts</u>		
36	Provisioning to be done as per IRACP norms for GNPA.		
37	Certain accounts, especially FITL, should carry 100% provisions at all-time irrespective of the nature of limit, ageing etc.		
38	Provision for Non-Funded o/s in NPA accounts to be calculated automatically in line with the PCR of the funded limit and the same should not exceed the GNPA (funded).		
39	If additional provisioning is required by Management Level, auditor level etc. provision should be there for capturing the same in the software itself. Provisions in system should be there for user setting the provisions for portfolio as a whole etc. Also, system should be capable of an upload option for uploading notes etc.		
40	Once additional provision is entered, the same should be able to show from same day onwards		
41	There should be a periodicity for auto calculation of provision and the user should be enabled with a privilege for triggering the provision calculation at any interval		
42	System should be capable for handling the provisioning change like ECL model for RBI, ECL computation for INDAS/IFRS etc		

43	For provisioning purpose, GNPA should be considered excluding any claims received like ECGC, ECLGS or any Govt. guarantee, SBLC etc		
	<u>Provisioning for Standard Accounts</u>		
44	System should be capable for handling Standard Asset provisioning for the entire sect of accounts of the bank as per the bifurcation of RBI		
45	System should be capable for handling provision for Standard Restructured accounts as per the guidelines		
46	Provision for FITL in Std. restructured accounts, provision for Stressed Sector (rule based), Specified Borrower, Diminution in fair value of assets on restructuring, additional provision for related parties of Willful defaulters etc. should be handled by the system.		

C. Reports/Dash Boards

SL No	Functional Requirements	Application Provider Feed Back(A/B/C/D/E)	Comments (if any)
47	The system should be able to provide MIS reports like Probable NPAs, SMA Reports, Overdue reports etc. including that of Non-CBS items (with demarcation of accounts excluded manually from SMA) for the purpose of monitoring		
48	Monthly movement reports w.r.t GNPA, and SMA, Quarterly movement report of GNPA, net NPA, Provision, Technical write-off are to be provided.		
49	Dash Boards to be there for analysis like Movement of NPA, SMA bucket, Product wise SMA, Overdue, NPA etc, which should be accessible at Executive level		
50	System should also provide a report where the status of NPA is different in IRAC system as well as CBS tagging		
51	Report on accounts which has been defaulted even for a day during a date range to be incorporated.		
52	Report should be there for arriving at the difference in Interest/Charges on NPA in CBS and as calculated by IRAC		
53	Reports privileges should be user specific need to know basis only		

54	System should maintain all audit logs as per guidelines.		
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D. Disclosure/Analysis Requirement

SL No	Functional Requirements	Application Provider Feed Back(A/B/C/D/E)	Comments (if any)
55	System should provide the Movement of NPA, Technical Write-off and Provision on a monthly basis and Movement of NPA and Technical write off on a daily basis.		
56	System should calculate the GNPA, GNPA%, NNPA, NNPA%, PCR including write off, PCR excluding write off etc. based on the figures		
57	The system should be able to provide the projection of Provision based on current scenarios as well as simulated scenarios by the user		

IX.) Miscellaneous Functional requirements (IRACP)

SI No	Description	Application Provider Feed Back(A/B/C/D/E)	Comments (if any)
58	Data flow/Data Integration to and from other source systems mentioned should happen under STP without manual intervention. Vendor should support scheduling of various jobs at application level/DB level.		
59	Historical reports spooling should be available in the solution.		

Annexure-17: Architecture/Technical/General Requirements Document

I.) Backup Management

Sl. No	Architecture Requirement	Response (Yes/No)	Comments (if any)
1.	Bank is looking for an on-premises IRACP solution only and vendor has to quote for the same only.		
2.	The solution should support bank's onsite backup for database, application on regular basis based on bank backup policy at both DC and DR locations.		
3.	The solution should support bank's offsite site backup to be kept at offsite location.		
4.	The solution should support bank's online replication (both database level & Storage level) at DR site.		
5.	The solution should support Bank's Backup/ Retrieval Policy.(Automated/ Scheduled/ Manual)		
6.	Automated syncing of application patches between DC and DR Server.		
7.	The solution provided should support switch over & operations from DR site within the Recovery point object(RPO) and Recovery Time Object (RTO) specified by the bank.		
8.	The installation at DR site and DR drill to be completed within 1 month of the Go-live at DC.		
9.	Reports relating to the user management like user created during a period, disabled during a period, user list as on given date, number of users logged-on on a given day, last password change date, last log on date. Etc , are required.		

II.) Archival Management

10.	Solution should have provision for automatically archiving historical data from online database to archival database.		
11.	Atleast One year data to be made available in online primary database and older data must be available in Archival database for reporting purpose.		

12.	Solution should be able to provide reports from online and historical data through online and archival database. spool reports from both primary and archival DB.		
13.	Data archival should be possible through front end menu driven and archived data should be able to be retrieved on subsequent dates		
14.	Allow purging of data without affecting integrity and data consistency.		

III.) User Management

15.	Solution should be capable of integrating with bank's Active Directory (AD) for application user login, authentication and authorization.		
16.	Solution should have provision for Multi Factor Authentication (MFA) user login through OTP in addition to user id and password. The required SMS gateway will be provided by the Bank. The solution must be capable of integrating with our Services through API (internal/external).		
17.	The solution should have the provision for creating application users, defining and mapping roles to the concerned user based on their respective functions from frontend configuration window.		
18.	The solution should abide by Bank's user management and Password Policy.		
19.	The solution should be able to capture and store the logged-in users and their activities through audit trail logs. Unsuccessful attempts to log-in to the system should be recorded.		
20.	System should be three tier (Web/App/DB) web based and should be able to support simultaneous use of the system by multiple users without any restriction		
21.	The system should not permit multiple logins at same/different workstations.		
22.	Screen lock out time facility should be set for application and it should be configurable from front end for Admins.		

IV.) Implementation

23.	Vendor should provide resources for application support and IT infrastructure support till 3 months post first instance of goLive.		
24.	Vendor must ensure availability of the resources on all Banks Working hours and also on non-working days/hours on call if issues in the proposed solution is reported or as and when the need arises.		
25.	Rectification of any VAPT /Audit (Internal. External, Management, ISO,Regulators) observations raised during periodic audit of applications by Banks team within stipulated provided timelines. Timeline For Closure of Audit Points 1. Critical Points: 15 days 2. High Points: 30 days 3. Medium/Low Points: 60 days		
26.	The vendor must provide a Ticketing tool or portal to raise compliants/ issues in the proposed solution to track the progress in resolving issues till its closure. Then the ticketing tool/ portal should provide the Turn Around Time (TAT) for problem-resolution. It should be able to provide the resolution status by Portal Dashboards, emails and SMS as and when updated.		
27.	The ticketing tool is in addition to other means of raising complaints like emails/calls/meetings.		
28.	Support should include advising & helping the bank in implementing controls for the risk advised by Regulators/ Govt of India.		
29.	Vendor should provide the commercials for an FM onsite support personnel post Go LIVE of the bank. FM scope of work includes configuration, patching, user management etc.		

V.) General Requirements

30.	Vendor should support for scheduling and defining of jobs		
31.	Application should handle automatic switchover in cluster environment		
32.	It should support load balancing in terms of system parameters (CPU, Hard Disk, Memory etc.)		
33.	The system should have complete and comprehensive security from unauthorized access. The number of levels / rights assigned to each level should be user configured by the bank. System should provide Maker/Checker facility.		

	System should provide full audit trail for the events like alert generation, case creation, change to case information, changes to lists etc.		
34.	Export of reports and enquiries into different formats like word, excel, pdf, text, csv etc		
35.	Type of import and export capabilities available for creating customized data feeds.		
36.	The vendor shall specify the database type and OS version used for solution		
37.	<ul style="list-style-type: none"> i) Solution should be SAML 2.0 compiled ii) Solution should be complied for IDAM (Identity and access management) Integration. iii) The solution should support standard authentication protocols (SAML, OpenID etc.) to support SSO integration with IDAM solution User life cycle management APIs (Provisioning, Management etc.) shall be available for integration with IDAM solution		
38.	The vendor should provide the documents with detail architectural flow, the hardware, Operating Software, database structure, middleware and other software required for the IRACP software.		
39.	The application software offered by the bidder should have adequate redundancy, fault tolerance and Disaster recovery arrangement		
40.	The tool should have the provision to monitor transactions in multiple currencies		
41.	Separate DRS/Backup/Test server to be configured for smooth Functioning of daily IRACP software and monitoring process.		
42.	The product/solution should offer user interface/data store/reports		
43.	The network transmission data packets of client/server or middle-tier support should support encryption/decryption method		
44.	System should support to integrate all the other applications adopted by the bank.		
45.	Vendor should submit a Software Bill of Materials (SBOM) with list of all open source and third-party components and corresponding licenses details& patch status present in their codebase.		
46.	The solution should support more than one redundant server i.e. local clustering and remote replica (for DR)		

47.	The components of system should support multiprocessor architecture with load sharing capability		
48.	Whether source code of customization will be shared with the bank.		
49.	SOP for patch sharing and deployment to be provided.		
50.	Standard Operating procedure (SOP) for all modules to be provided. (both functional and technical)		
51.	The Bank requires optimum utilization level of any system and network/memory resources to be 80% in all parameters		
52.	Vendor should provide support for periodic tuning of database.		
53.	Application should support installation/implementation in Virtual Machine (VM) Infrastructure.		
54.	Detailed list of OS/DB/Middleware/Webserver & any other supporting software/license to be procured by Bank for implementation. Application should support the latest versions to the extent possible. Any migration on end of support of the same must supported by vendor and they should be making additional changes to the solution in case required without any charges to the bank.		
55.	Specify Hardware Specifications needed with Architecture Diagram for implementation. (Mention the no. of CPU Cores, memory etc.). There should be provision to assign higher processor and I/O resources to handle high volume of transaction during peak hours/ anticipated for future.		
56.	Benchmark on minimum Bandwidth required for accessing the application smoothly should be mentioned		
57.	Product Customization Certification Training (both Functional/Technical) shall be provided by the vendor		
58.	Benchmark on Solution Performance in terms of CPU, Memory, application Page load time etc. to be provided		
59.	Specify Client Machine configuration which includes hardware spec/software spec required to access Solution smoothly.		
60.	Application should be fully compatible with all major modern browsers, including Microsoft Edge, Mozilla Firefox, and Google Chrome. Specify List of Supported Browsers for accessing the solution with Base version details in each browser (IE, Chrome, and Mozilla Firefox).		
61.	Solution should not be going to End of Support/End of Life within next 5 years.		
62.	Escrow arrangement to be in place from the beginning (Software license)		
63.	i) Vendor should provide necessary support for smooth functioning for DR Drill		

	ii)DR drill testing in every 6 months		
64.	Should support Integration with Email & SMS solution of bank.		
65.	Application should have redundancy to avoid any single Point of Failure. duplication		
66.	Users should be able to access the application though URL (web based inside intranet)		
67.	Application to be accessible across multiple hardware like desktop, all in one PC, thin-client and VDI		
68.	SOC integration of all the activities in the application has to be logged to SIEM/DAM solution and performance monitoring tools. (Event logs, exception logs, audit logs)		
69.	Allow for database backup to be divided into full database, static tables, transaction tables, user defined tables		
70.	System should have ability to handle rollbacks / recoveries in case of exceptions during commit process.		
71.	Should provide user friendly and to the point alert messages in front end in case of exceptions/errors.		
72.	The network transmission data packets of client/server or middle-tier should support proper encryption/decryption method.		
73.	All OWASP top 10 vulnerabilities to be addressed.		
74.	The application must fully comply with OWASP Web Security, OWASP API, OWASP ASVS and other industry/regulatory security standards to ensure secure software development life cycle and protection against common web, Application, API etc. threats and vulnerabilities.		
75.	IP address of Client Machines accessing the solution should be captured in back end.		
76.	Complying of Cert-in policies		
77.	Enterprise-wide license to be provided with a minimum concurrency of 1000 users. Minimum number of users required to be having access is 2000 and High Privileged users for passing MOC is 20.		
78.	Solution should be able to handle increasing transaction load without affecting system performance, alert generation and system response		
79.	Solution should adhere to data privacy regulations /adequate security measures for protection of customer sensitive data.		
80.	Detailed Server hardware configuration for next five years to be given.		
81.	Vendor to provide the following to the bank as part of RFPQ response: -		

	a.) Detail Architecture diagram of the implemented solution b.) Detailed Data flow diagram of the implemented solution c.) Escalation Matrix up to Country Head (Sales & Technical/Service/ Support) d.) Latest certificate/report of the Information Security Audit of the application. e.) Licensing methodology (Perpetual/Subscription/ License with AMC)		
82.	The Application should support TLS versions 1.2 and 1.3. Additionally, it must be designed to accommodate future TLS versions as required, especially in the event that the older versions are deprecated or deemed insecure.		
83.	Integrity certificate (Annexure 18) signed by the authorized signatory should be provided		
84.	Sub-Contracting Vendor should provide list of sub-contractors (if any) with following details. <ol style="list-style-type: none"> 1. Name of the Sub-contractor. 2. Exact details of the service/product offered by the sub-contractor. 3. Whether sub-contractor has implemented the vendor security base line document given in annexure 14. 4. Whether sub-contractor has agreed to be audited by the bank. 		

Annexure-18: Integrity Certificate

Integrity Certificate

(to be provided in the letter head of the vendor)

Applications that are hosted in Bank with Vendor support:

1. Application/ version/modules functions only in a manner that it is intended to do, is developed as per the best secure design/ coding practices and standards, addressing known flaws/threats due to insecure coding.
2. The application has undergone through the required level of unit, system, stress and volume tests and is free from any obvious bugs.
3. The software is tested with anti-virus / anti-malware software and is free of any known virus / malware at the time of sale.
4. The application is free of any covert channels, embedded malicious / fraudulent code, known vulnerabilities in the code being provided (of the version of the application being delivered as well as any subsequent versions/modifications done).
5. Source code has been reviewed to identify any threats and weakness in its systems and is being conducted from information security perspective.
6. "Secure Coding" (like OWASP 10 standards) training programs are being conducted for engaged software developers / testers on periodical basis.
7. Adopted and incorporated Threat Modelling Approach during application lifecycle management into their policies, processes, guidelines and procedures.
