



RESERVE BANK OF INDIA
Department of Banking Supervision

Auditor Allocation System (AAS)

REQUEST FOR PROPOSAL (RFP)

(August 2018)



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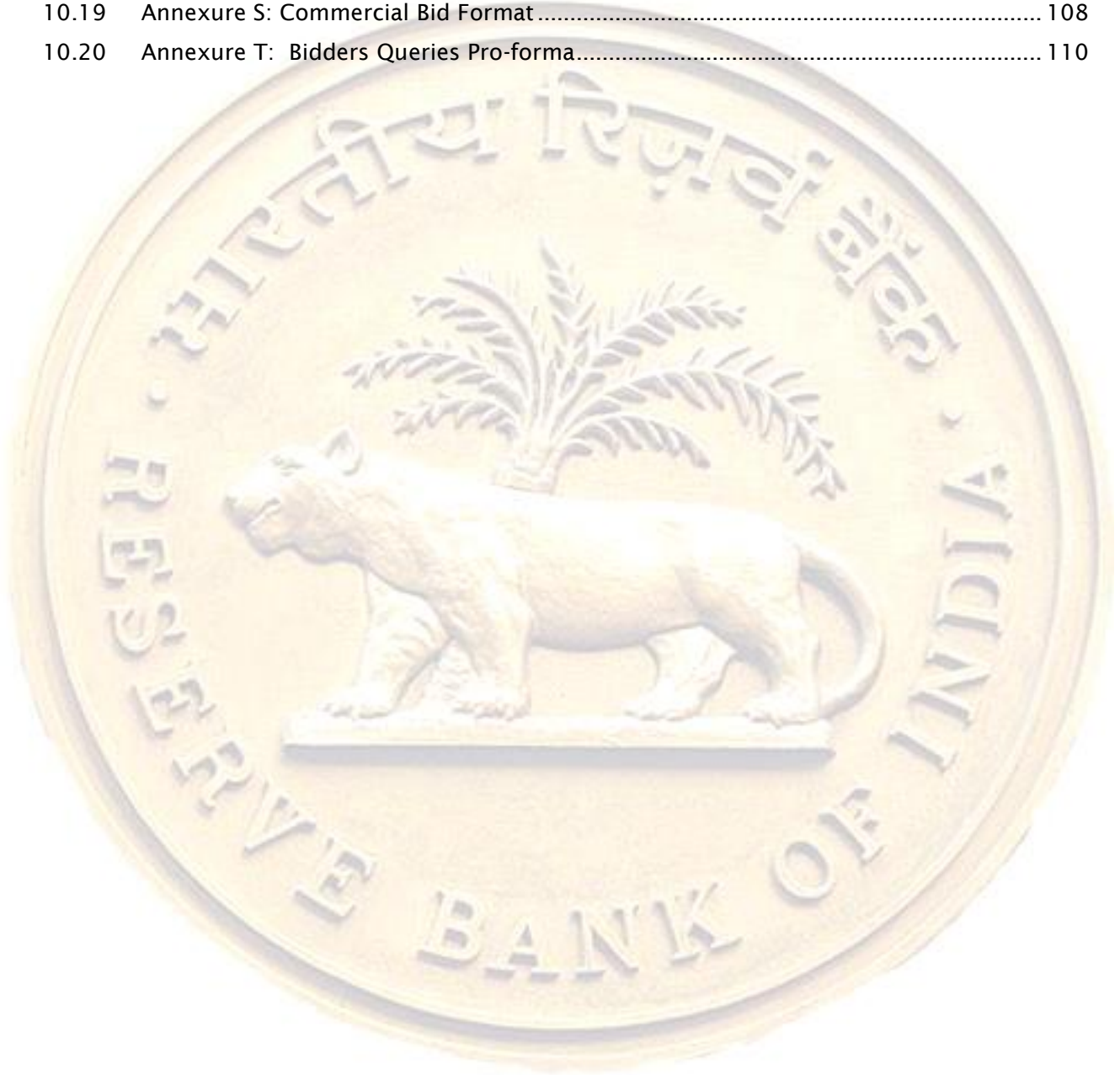
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1 Introduction

The Reserve Bank of India (RBI) was established on April 1, 1935 in accordance with the provision of the Reserve Bank of India Act, 1934.

Reserve Bank of India (hereinafter referred to as the RBI or the Bank) desires to develop an Auditor Allocation System (AAS) for the appointment of Statutory Branch Auditors (SBAs) of Public Sector Banks (PSBs). The aim of this project is to design a web-based application which will address the pain points of the current application used in branch auditor allocation process. The new system is expected to reduce the complexity of the audit allocation task performed by the Audit Regulation Section (ARS) in Department of Banking Supervision (DBS).

1.1 Background

Independent audit of financial statement of banks is important for a healthy, safe and sound banking system. Audit of banks involves a number of peculiarities e.g. huge volumes and complexity of transactions, wide geographical spread of banks' network, large range of products and services offered, extensive use of technology, strict vigilance by the banking regulator etc. All these factors make the task of the auditors quite challenging in maintaining quality in bank audits.

The Govt. of India, Ministry of Finance, have granted managerial autonomy to Public Sector Banks (PSBs) in the matter of appointment of Statutory Central Auditors (SCAs) and Statutory Branch Auditors (SBAs) and a roadmap was rolled out to operationalize the same. The Govt. of India, vide their letter No. F.No. 1/14/2004-BOA dated 21st November 2008, instructed all PSBs to follow the roadmap to enable the banks to exercise autonomy in appointment of Statutory Auditors.

1.2 Objective of the RFP

The objective of this RFP is to enter into a contractual agreement with a successful Bidder and select a suitable vendor for the proposed online application, Auditor Allocation System, for facilitating selection of SBAs by PSBs as well as approving their appointment by RBI. In addition to the above, the application is also utilized to meet the requirement for reporting the list of approved SBAs of PSBs as well as the detailed branch allocation among SBAs of PSBs on the Bank's website. The Bidders desirous of taking up the project for supply of above mentioned solution for the Bank are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank's discretion. This RFP seeks proposal from shortlisted Bidders who have the necessary experience, capability & expertise to provide the Bank a solution for the functions carried out by RBI for appointment of Statutory Branch Auditors in PSBs every year and related reporting etc. adhering to Bank's requirement outlined in this RFP.



This RFP is not an offer by the Bank, but an invitation to receive responses from the Bidders. No contractual obligation shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorised official(s) of the Bank with the selected Bidder.

The Bank reserves the right to reject or withdraw the RFP and no correspondence shall be entertained.





1.3 Schedule

The following is an indicative timeframe for the overall process. RBI reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be relayed to the affected respondents during the process.

Activity	Scheduled Dates
Name of Project	Auditor Allocation System (AAS)
Issue of RFP	August 3, 2018
Last date and time for receipt of mail queries for clarification from Bidders	August 9, 2018, 17:00H IST
Date and time of Pre-Bid Meeting (including existing system overview)	August 14, 2018, 15:00H - 17:30H IST
Venue for Pre-Bid Meeting	5 th Floor, Reserve Bank of India, Department of Banking and Supervision, World Trade Centre, Cuffe Parade, Mumbai 400 005
Last date to publish Meeting-cum-Addendum to the bid document	August 21, 2018
Date & Time of Final Submission of Technical & Commercial Bids on the MSTC Portal	August 30, 2018, 15:00H IST
Date and Time of Technical Bid Opening	August 30, 2018, 15:30H IST
Technical Bid Presentation by the Bidders Before the Committee	Between September 10 to September 14, 2018
Commercial Bid Opening	To be communicated
Declaration of Final Result	To be communicated
Name and Address for communication	The Chief General Manager –in –Charge, Reserve Bank of India, Department of Banking and Supervision, Central Office, World Trade Centre-1, 3rd Floor, Cuffe Parade,

Table 1: Time frame for the Overall Vendor Selection Process



Venue for opening of Bids/ Meetings / Presentations	The Chief General Manager-in-Charge, Reserve Bank of India, Department of Banking and Supervision, Central Office World Trade Centre-1, 3 rd Floor, Cuffe Parade, Mumbai 400 005
All Queries to be mailed to	arsdbSCO@rbi.org.in
Portal for registration of Bidder on MSTC	https://www.mstcecommerce.com/eprochome/rbi/

Table 2: Contact details





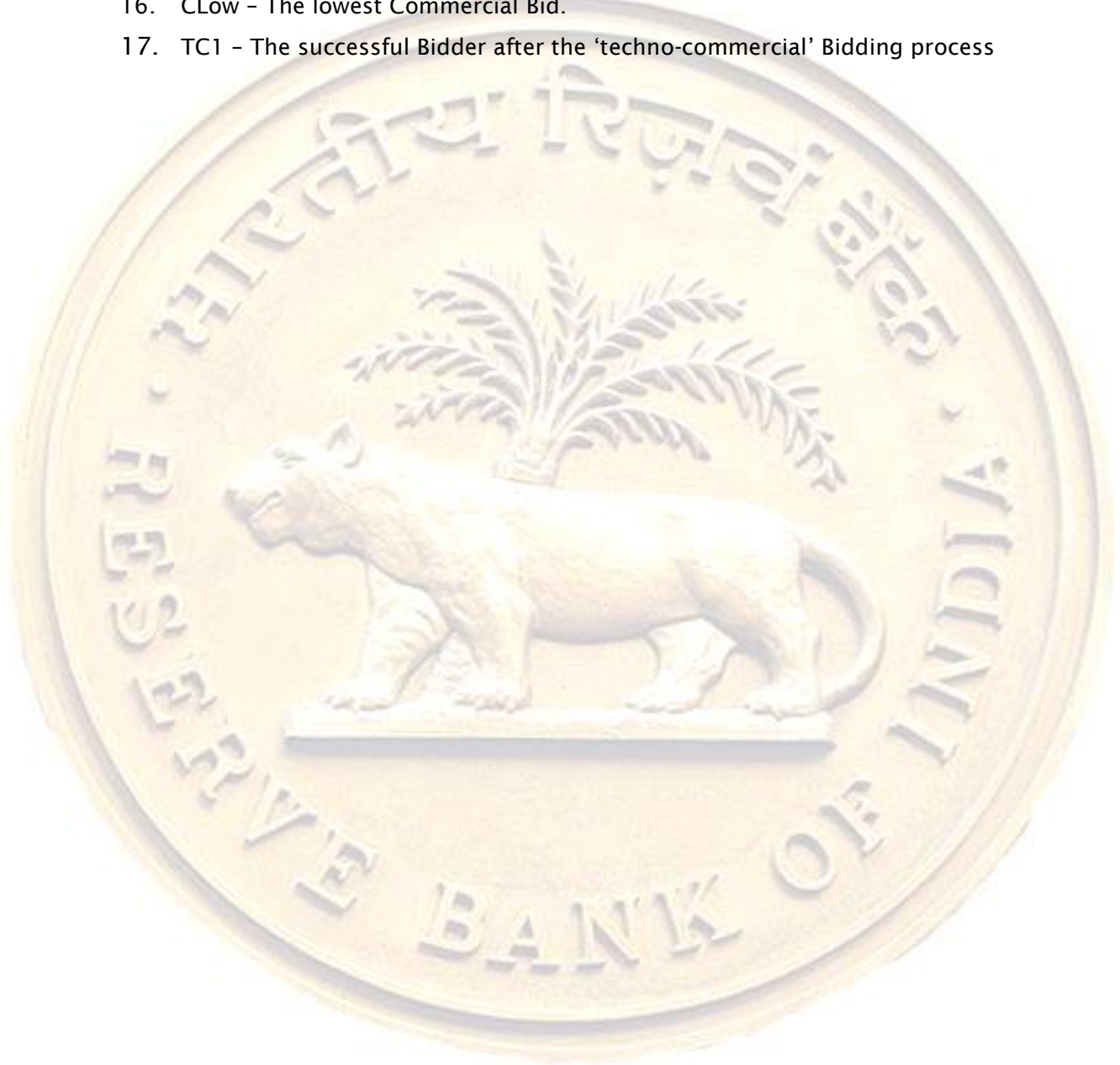
1.4 Definition of Terms

Definitions – Throughout this RFP, unless inconsistent with the subject matter or context:

1. Bidder/ Service Provider – An eligible entity/firm submitting a Proposal/Bid in response to this RFP. The legal entity who signs and submits the bid and the Earnest Money Deposit.
2. Bank/ Purchaser/ RBI - Reference to “RBI”, “the Bank”, “Bank” and “Purchaser” shall be determined in context of this RFP
3. Proposal/ Bid – the Bidder’s written reply or submission in response to this RFP
4. RFP – the request for proposal (this document) in its entirety, inclusive of any addenda that may be issued by the Bank.
5. Solution/ Services/ Work/ System – “Solution” or “Services” or “Work” or “System” or “IT System” means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include services ancillary to the development of the solution, such as installation, commissioning, provision of technical assistance, training, and other obligations of the Supplier covered under the RFP.
6. Project Cost – Project cost would be initial cost/ development/ customisation cost / installation cost/ commissioning cost/ training cost/ technical assistance cost.
7. Warranty – The Bidder will be required to provide one year of on-site support, extendable at the Bank’s discretion and two years of off-site support during the Warranty Period. The date of start of warranty period would be the date of issue of “Completion Certificate” by the Bank. During the Warranty period the Bidder would be required to undertake all necessary modifications not falling under the purview of change management such as updates, bug fixes or any other support as and when required
8. Annual Maintenance Contract (AMC) – Post implementation support will be required during the AMC period on an off-site basis generally, however, on-site support on need basis would be required to resolve any issues on immediate basis. AMC for the application will start post warranty period (3 years).
9. Authorised Signatory –The authorised signatory should give a declaration and through authenticated documentary evidence establish that he/she is empowered to sign the bid documents and bind the Bidder.
10. Change Management – Any request by the Bank that results in changes in the structure of the application or a new module is added would be considered as Change Management. Any minor changes required in the application such as addition / deletion / alteration of a row / column / field, additional report, menu items will not be considered as part of Change Management and should be supported by the resident engineer (support engineer).



11. Man-day – 8 hours of work of a qualified person.
12. Week – 6 Calendar days.
13. T – Technical Score of the Bidder
14. THigh – The Bidder with the highest technical score shall be ranked as T1 and be considered as THigh for the techno-commercial score
15. C – The final price quoted by the Bidder.
16. CLow – The lowest Commercial Bid.
17. TC1 – The successful Bidder after the 'techno-commercial' Bidding process





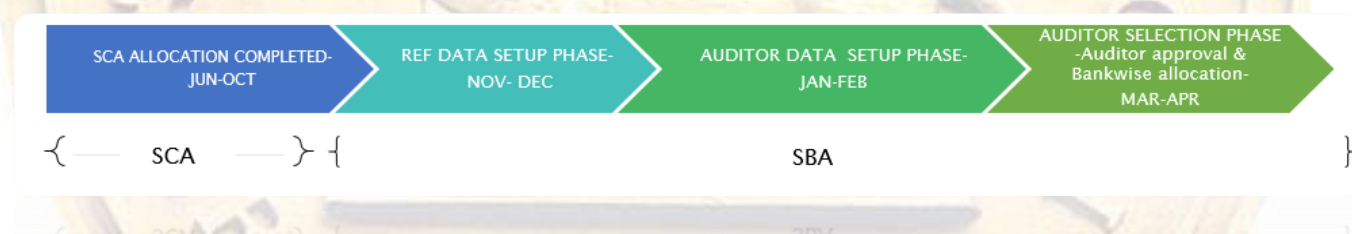
2 Overview of the Auditor Allocation System

This section provides an overview of existing AAS application and also articulates expectations from the proposed AAS application.

The appointment exercise of SBAs of PSBs is carried out by RBI on a yearly basis as per the norms defined by RBI with the approval of GOI. This activity is completed with coordination from the Institute of Chartered Accountants of India (ICAI), Department of Banking Supervision (DBS), Public sector banks (PSBs) and Audit Firms. In this connection, the Auditor Allocation System (AAS) application has been in use by RBI from the year 2009.

The role of RBI with respect to appointment of Statutory Auditors consist of different tasks such as the approval of Statutory Branch Auditors (SBA) of PSBs and old Private Sector Banks, approval of Statutory Central Auditors (SCA) of all Scheduled Commercial Banks and appointment process of Statutory Auditors for Financial Institutions (FIs). The current and proposed application will only cover the selection and approval process of SBA of PSBs.

Below flow diagram indicates the defined timelines for each phases of Statutory Branch Auditor Allocation.





2.1 Overview of Branch Auditor Allocation System-As Is

Currently, the branch audit appointment functions of RBI are done in AAS application. The below diagram explains the bird's eye view of the key activities performed by various stakeholders.

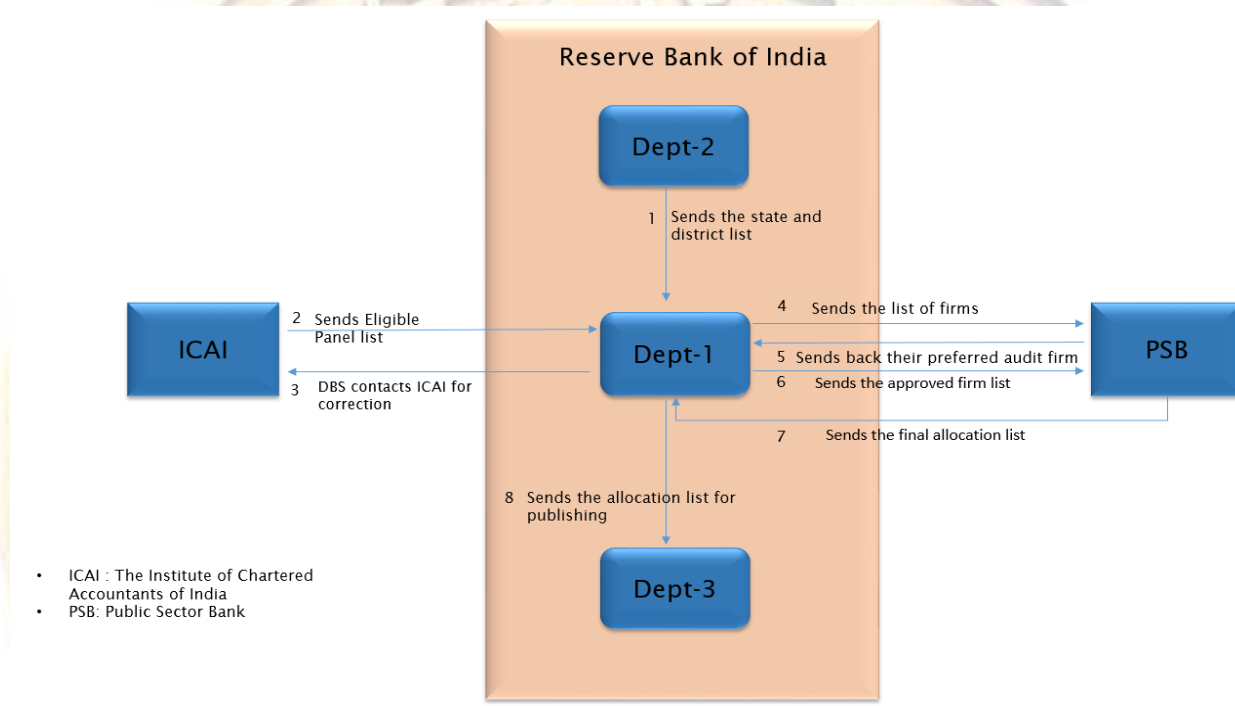


Figure 1: Bird's eye view of the key activities performed by various stakeholders

The key stakeholders involved in SBA for PSBs:

- ICAI: The Institute of Chartered Accountants of India
- PSB: Public Sector Bank
- Audit Firms

The below section explains at a high level the process flow.



2.2 Proposed AAS Application

The Project is to develop a new web-based application for Auditor Allocation functionality. This section covers the key Functional requirements for this project along with Non-Functional as well security related features.

The proposed new feature should be able to adhere to the features desired by the Bank as mentioned below, but not limited to these.

1. New Screen for updating Central Auditors list and Denied Auditor list, those are not allowed to take part in Branch Auditing Process
2. Separate web-based modules for ICAI and PSBs
3. Rule based validation and clash resolution
4. Parameterisation of rules
5. Auto validation of uploads
6. Data Migration
7. On demand report generation by the users
8. User management
9. Master Data updates
10. New Report for Audit Trail needs to be generated



2.3 Functional Requirement of Proposed Solution

Key functional requirements are listed below. The details of the Functional requirements will be made available to all vendors once Non-Disclosure Agreement (NDA) process is completed.

1. **Reference Data Module:** The system must allow maintenance of reference data such as state and district information along with bank information.
2. **New UI to receive/send from/to External Party:** The system must provide a User Interface / Screens to allow upload of input (i.e. Auditor Panel list) from ICAI, PSBs or any other external party. Any error response to the input data should be displayed in real time to the user.
3. **Validation Module:** The system must validate the input received and apply rules (i.e. denied firms list, rested district etc.).
4. **Generate Report:** The system must generate reports on-demand basis and should also be able to filter the reports as per their requirements. Facility to generate standard/ ad-hoc Management Information System reports on various parameters.
5. **Rules Engine:** The system must provide a rule-based conflict resolution process in case same firms are allocated to more than one bank.
6. **Notification management:** The system must have provision to send out email notification indicating the status of each stage to the relevant stakeholders. Status mails should be sent to inbox within the application
7. **Incident Reporting:** The system must have an inbuilt incident reporting framework for reporting the incidents by ICAI, PSBs and RBI.
8. **Comprehensive Dashboard:** The system must have comprehensive dashboard to show the status of the specific allocation process across all modules.
9. The proposed application should have digital signature and maker-checker concept.
10. The proposed application should have query management module to manage queries raised by users.
11. The proposed application should have audit trail feature.
12. The proposed should have scope for data migration.



2.4 Non-Functional Requirements

This section has the Non-Functional Requirements for AAS.

2.4.1 User Management

1. The system is envisaged to have a total user count up to 200 users at present.
2. User types and roles

User Types	Description	Comments
System User		This will be Unique User. And will be responsible for all the processing done by system
System	This user type is of system and will be responsible for all the updates done by system.	Super User from RBI
RBI User		RBI users will have access to all the information
RBI Admin	The admin will be doing all user management functionality for RBI, ICAI and PSBs and will not have any functional accessibility	
ARS Checker	ARS checker users will have all read access to the information and are responsible for approving the workflow managed by ARS Maker.	
ARS Maker	ARS Users will have access to all the functionality Except User Management. They have all the access to functionality in the system.	
PSB Users		For every Bank, they will have access to features respective to their own bank
PSB Checker	Bank checker User Role will have all the read access to Banks Information and also	



	responsible for approving the information entered by Bank Maker.	
PSB Maker	Bank Maker User Role will have access to entering information in system. The information entered will have to be approved by Bank Checker to be sent to ARS.	
ICAI User		ICAI will have access to features related to firms only.
ICAI Checker	ICAI checker User Role will have all the read access to Firms Information and also responsible for approving the information entered by ICAI Maker.	
ICAI Maker	ICAI Maker User Role will have access to entering information in system. The information entered will have to be approved by ICAI Checker to be sent to ARS.	

- The system is envisaged to have a total user count up to 200 users and concurrent users up to 50
- Each PSB will be allocated 2 user ids, 1 for maker and 1 for checker.
- ARS team to have multiple users assigned to maker and checker role.
- User details should be parameterised.
- The application should have standard ease of use features for user management (*availability of features like: creation/ amendment/ suspension/ deletion of users/rights, password reset/user unlocking etc. features for adding/ amending/ removing items in a menu, availability of user type-wise menu e.g. System Administrator, User Administration, Central Team user, Controllers, users etc.*), log definition, review mechanism of logs, access controls on functionalities based on user (auditor/auditee) on need to know and need to have basis should be provided.
- For accessing the application, every user will necessarily have to submit online application form. This application form will be scrutinized by the RBI Admin and based on Internal Policy and requirement, access will be given. All the fields of the application form should necessarily be validated before submission; provision to handle errors in an efficient manner should be provided.
- The system will maintain its own set of users' authentication database, but the vendor would need to provide functionality for the users to be authenticated using the single sign-on



feature of the Bank. The display of different modules on the screen should be controlled by user access privilege rights and only relevant required screen should be displayed.

10. An authorisation matrix shall be put in place for providing privileges to the users by mapping them to specific roles. Roles are broadly classified based on the modules whereas privileges are what a user could do in each of the role allotted to the user. Access controls and management, including user creation with proper grouping and rights and all necessary services for user management has to be undertaken.
11. There shall be provision for Audit Trails, Access Controls, Password controls and Report Extraction Control etc. in line with IT policy of the Bank. Provision to get a snapshot / report on the number of active / deactivated users, no of Administrators / Super Administrators etc. should be provided.

2.4.2 Backup and Archiving

1. There shall be a provision for taking backups and archive the replica of the systems' database and the application as well. There should be a provision of adequate Business Continuity Management (BCM).
2. The methodology for the backing up of data and its archival may be indicated.
3. The methodology or strategy used should be in alignment with Bank's Backup and Archival strategy.
4. The Application should have a capability for easy retrieval of the backed-up data (both application and the database) with least amount of manual intervention with no data Loss events.

2.4.3 Activity Log Management

There shall be provision for complete audit trail of all operations by the users. There shall be provision / functionality to track down all backend modifications as per assigned users' roles and responsibilities if any by any user which can be retrieved and analysed to get the complete history of the issue. The vendor may take it as an input for redressal of the issue, if the same is application related.

2.4.4 Architectural Requirements

1. AAS shall be preferably based on Flexible Architecture; should be highly Modular and Parameterised. The scalability of the system is an important criterion. Further, it would be advantageous if the proposed system is platform independent. The Bidder should propose the Minimum Bandwidth required (at server / Client end) to run the application.



2. The application should preferably be browser based and operating system independent. It should be able to run on any flavour of Windows and on any browser (Chrome/ IE/ Firefox/ Opera etc.) The Bidder should specify clearly if the application would not run on any specific OS/ Browser.
3. The response time expected from the application while uploading of file or fetching of report up to 20MB is less than 5 seconds during its peak utilisation period.
4. The response time while navigating through different sections or tabs in the application should be less than a second during its peak utilisation period.
5. Applications should be free from technology vulnerabilities as per the latest OWASP (Open Web Application Security Project).
6. Proposed AAS solution architecture should adhere to the RBI standards. The architecture should conform to the standard '3-Tier architecture' implemented at the Bank's data centre (Web->App->DB)
7. The AAS application will be hosted out of 3 sites including the Test infrastructure site.
8. The solution should be cloud ready, if the bank decided to move to a private cloud.
9. The envisaged AAS application will have asynchronous replication at a remote Disaster Recovery (DR) site. In case of disaster, the AAS application should be accessible from the DR site.

2.4.5 General Technical Requirements

1. The software solution proposed should be comprehensive, integrated, and functionally rich and extensively parameterised to cater to the entire range of functionalities required. Provision for customisation should be available wherever the functionality cannot be met by parameterisation alone.
2. The solution proposed by the Bidder should be in alignment with Bank's existing hardware and software infrastructure.
3. Total no. of users' viz. super users and sub users will be specified after studying the bandwidth requirement and capacity of the system.
4. Apart from access to user departments of RBI, and any other department as authorised by RBI, and banks, provision of access to external entities should be available.
5. Solution should have a centralized architecture and should not have any components on the end-user PCs except for the thin-client/ browser required to access the software.
6. The database should be standard centralized RDBMS.
7. Bank requires "Single Sign On" with rule-based access control features available for all the modules proposed by the Bidder. All systems that are proposed should have the capability to support SSO. It would be Bank's discretion to use it or otherwise.



8. The solution should provide for seamless integration of modules as per the business requirements of RBI with necessary interfaces. Bidder will be responsible for maintaining the licenses and maintenance/ upgrading of any third-party components used.
9. The Bidder shall be responsible for identifying and providing the interface requirements for the existing as well as proposed software modules. The Bidder shall be responsible for developing, testing and maintenance of all the interfaces.
10. While, developing the interfaces the Bidder must ensure and incorporate all necessary security and control features within the application, OS, database, network etc., so as to maintain integrity and confidentiality of the data in all stages to the extent applicable to solution. All interfaces should be in encrypted form. Data at transit should use HTTPS protocol and AES256 should be encryption for data at rest.
11. The solution should provide features/ facilities for meeting various provisions of Information Technology Act, 2000 (along with amendments as per Information Technology (Amendment) Act, 2008), rules made there-under and be in conformity with the guidelines issued by the RBI and other applicable laws with latest amendments at the time of delivery.
12. The Bidder should estimate the data storage and archival requirements considering and adhering to the requirements under relevant Acts, Guidelines of other Governmental Agencies and RBI's IT Policy. The system shall be able to produce all the required data/document as required by the Bank's audit policy. An IS Audit would be undertaken after User Acceptance Test/Implementation. Further, Data Migration Audit will be undertaken at the end of the implementation.
13. The solution must provide storing of electronic documents in a central repository. Necessary documents should also be linked to transactions.
14. The solution must provide flexibility to RBI to define workflow and route various tasks in accordance with authorisation levels and process flow to be specified by RBI.
15. The solution should provide for Audits through logs and reports. The software should have necessary support and provision for various audit tools.
16. The solution should also provide functionality to generate customizable reports as per the requirements.
17. Procurement of any other software for the purpose of implementation of AAS has to be done by Bidder.
18. The Bidder in the Technical Bid must also inform and provide to RBI any other features, (not explicitly mentioned above), that are readily available in the solution. The Bidder has to envisage all necessary services to be provided and ensure the same is delivered to RBI. RBI will not accept any plea of the Bidder at a later date for omission of critical services on the pretext that the same was not explicitly mentioned in the RFP.
19. The application must adhere to LAN, Domain Controllers, firewalls and End Point security as managed by the Bank.
20. The application may run over INFINET and/or internet as per the decision of the Bank.



2.4.6 Hardware Requirements

1. Prospective Bidders may note that the Bank will arrange supply of hardware and software which ensures a standardised IT environment at the Datacentre(s) as per IT policy of the Bank. Therefore, the compatibility of the proposed AAS application with the existing infrastructure will be taken into account during Bidder evaluation.
2. The application will be hosted in the Primary Data Centre (PDC), Disaster Recovery Data Centre.
3. A separate test environment would be provided at the test data centre. The Bidder is expected to replicate the PDC environment in the DR and in the test environment in all respects (1:1).
4. As the bank would provide the hardware, the Bidders are not required to submit the commercials for the same.
5. Selected Bidder may be required to visit Data Centres to baseline on the Hardware needs after preparing their High-Level Design and Low-Level Design Document. It may be required that, the Bidder needs to travel to Data Centres in defining the deployment strategy with Data Centre team for the AAS application.

2.4.7 Security Requirements

1. Provide security in compliance with RBI security requirements to protect the confidentiality, integrity, and availability of the information systems.
2. Develop, implement, maintain and use best in class industry proven safeguards that prevents the misuse of information systems and appropriately protect the confidentiality, integrity, and availability of information systems. Follow industry standards such as OWASP during design and development phase.
3. Maintain a security plan that complies with industry accepted security requirements. Security Plan should be embedded within the Project Plan & approved by the Bank. The security plan would be reviewed by the Bank during the development life cycle.
4. Vendor should provide developers trained in secure software coding standards and OWASP Top ten vulnerabilities. Code should be developed as per secure coding practices and peer reviewed (or through tool) to ensure the same. Source code access should be authenticated and logged for authorized users only which will ensure integrity and confidentiality of code
5. Secure SDLC framework would be adopted for the entire development life cycle. Checklist of expected security measures would be shared with the final selected vendor.
6. Static & Dynamic application security testing should be conducted by the vendor. All gaps identified will be fixed by vendor prior to go-live. The vendor must certify in writing to the Bank that a security review has been conducted and risks that are open is shared with the



Bank for acceptance before release of final code. The penetration testing report shall be shared with the Bank.

7. Developer shall disclose all binary executables (i.e. compiled or byte code etc.) of the software, including all libraries or components.
8. Developer shall disclose the origin of all software components used in the development of the application.
9. Developer shall implement measures to protect the source code (if development is done on their premises), the measures would be reviewed by the Bank.
10. The Bank reserves the right to conduct further security testing of the source code and the system by either the Bank personnel or another party. Any gaps identified during this testing should be fixed by vendor at their own cost.
11. The software shall not be considered accepted until the independent review by the Bank is complete and all security issues have been closed or assigned to a mutually agreed upon remediation roadmap.
12. The Bidder shall abide by the access level agreement to ensure safeguards of the confidentiality, integrity, and availability of the information systems.
13. Vendor will not copy any data obtained while performing services under this RFP to any media, including hard drives, flash drives, or other electronic device, other than as expressly approved by RBI.
14. Standards Benchmark - To ensure that all parties have a common understanding of any security issues uncovered, the independent organization that conducts the VAPT shall provide vulnerability rating's (preferably) based on industry standards as defined by First's Common Vulnerability Scoring System (CVSS) and MITRE's Common Weakness Enumeration (CWE).



2.4.8 Guidelines for Maintenance and Support

1. Certify and complete continuity planning according to RBI security requirements before moving information systems into a production status. Also, Information Security will be enforced when moving production data into non-prod environments e.g. masking sensitive data during the cloning process etc. Audits will be conducted by RBI to ensure security, any gaps identified will be remediated by the vendors.
2. Vendor should develop a disaster recovery plan for restoration of the system in the event of a disaster or major incident.
3. Vendor should follow RBI policy on Change, Patch & Incident management process.
4. Vendor should maintain audit logs for all monitoring and events according to RBI policy and provide this information upon request. These audit logs must be secure and stored as per defined retention policy.
5. RBI will conduct static & dynamic application security testing for major/moderate critical changes before production implementation. All gaps identified will be fixed by vendor prior to go-live.
6. All exceptions to be documented and signed off by appropriate RBI personnel.
7. Configuration items such as computers and other devices, software contracts and licenses, third party tools and business services which are related to the application should be disclosed.
8. Additional guidelines would be provided based on the support scenario that's decided between vendor and RBI.



3 Scope of Work

3.1 Introduction

The 'AAS Project' will implement an online web-based application with a centralized database and browser to enable RBI to facilitate appointment, and approve audit firms for conducting Statutory Branch Audit of PSBs. AAS will have an off-line functioning capability and an automated work-flow across all processes. The system should be flexible & configurable to the user requirements dynamically. It should also enable achieving the objective of paperless office environment. The term AAS project also includes ongoing administration and maintenance of the solution by the means of 3 years warranty and 4 years of maintenance post go-live of the AAS application in the Bank.

The description of the envisaged scope is enumerated in a nutshell in the subsequent sections. However, the Bank reserves its right to change the scope of the RFP, if required even after the release of the RFP document to incorporate the same. For broad reference of the expectations from the system, **Chapter 2** of this document may be referred, which explains in broad terms what is expected out of this project and all major works essential to achieve the objectives.

Based on the contents of the RFP, the Bidder shall be required to propose a solution, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same and the resource and the equipment requirements. The Bank expressly stipulates the Bidder's selection under this RFP is on the express understanding that this RFP contains only the broad provisions for the entire assignment and that the deliverables and the services in connection therewith are only a part of the assignment. The Bidder shall be required to undertake to perform all such tasks, render requisite services and make available all such resources as may be required for the successful completion of the entire assignment at no additional cost to the Bank notwithstanding what is stated here and what is not stated.

The Bidder has to envisage all necessary services to be provided and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of critical services on the pretext that the same was not explicitly mentioned in the RFP.



3.2 Process & System Study

The Bidder is expected to study the RFP to gain an understanding of the current and proposed business processes in the Bank. The Bidder is expected to identify business process areas where the Bidder may need to obtain further understanding. The Bidder is expected to identify further process improvement opportunities.

The successful Bidder will be required to create a detailed System Requirement Specification document with the understanding.

The SRS preparation team of the successful Bidder should be experienced, with full functional knowledge of the software. The Bank reserves the right to ask for replacement of any team member if the Bank feels he/ she is not adequately qualified for the same. The SRS Document shall be signed off by the Bank on acceptance of the same.

Preparation of System Requirement Specification Document

1. The Bidder is expected to create System Requirement Specification (SRS) Document for Department of Banking Supervision (DBS) under the scope of the AAS implementation including all proposed interfaces and customisations involved. The System Specification Document shall be signed off by the Bank on acceptance of the same.
2. The Bidder may suggest amendments to the processes that would suit the product solution offered for a seamless integration and document the same to suit the proposed AAS application as envisaged in the Study Report. However, the objective and output of the process should not change. On acceptance of the final solution by the Bank, the Bidder cannot deviate from the agreed solution under any circumstance unless agreed by the Bank. The agreed solution shall be binding on the part of the Bidder and inability to deliver the solution may result in annulling the contract and the same being awarded to another vendor as per the decision of the Bank. The Bank shall impose financial penalties or / and invoke the performance bank guarantee in such circumstances.
3. The Bidder is expected to prepare the System Requirement Specification Document containing the following details but not limited to:
 1. Overview of the Process
 2. Process flow diagrams including exceptional situations
 3. Functional Description of each step
 4. Database Schema for the Module
 5. Interaction logic of the modules with other Modules (if any)
 6. Security features
 7. Configuration of each module including field description indicating data input format including details of all related parameterization (standard available or customized)
 8. Transaction flow between interfaces/customisation



9. Restrictions to data entry
10. Mandatory fields
11. Optional fields
12. List of reports related directly/ indirectly to module(s)/ customisation/ interface
13. Layout of each report and related customisations
14. Description and field description of each report
15. IT Security and Backup Architecture and parameterization with relevant details
16. Abbreviations and Acronyms
18. Handling of Logs
19. User Manual and on-line tutorial
20. Performance Measurement Matrix
21. IT Hardware Infrastructure Details

3.3 Design and Build

1. Post finalisation and signing off of the SRS document by Bank, Bidder is expected to start with the design and build of the application.
2. Development of the application will be carried out at Bidder's development centre.
3. Bidder is expected to ensure complete confidentiality and security of Bank's Data as per agreement entered with the Bank.
4. Bidder should facilitate Bank or any of its entities to carry out audit at their development centres to check the progress of the project at any point of time.
5. Bidder is expected to follow Secure Coding standards as part of the application development.
6. Bidder is expected to submit all their deliverables, i.e. High-Level Design (HLD), Low Level Design (LLD) for Bank's approval before proceeding for the build of the application.
7. Bidder should complete unit testing and required security tests before deploying in bank's test environment.
8. The bidder should meet or exceed the static code analysis metrics such as duplications, reliability, security, maintainability indexes etc. but not limited to these, using software/product quality review tools. The quality gate would be defined as per the Bank's requirement.



3.4 Data Migration

Data migration will be the responsibility of the Bidder. All necessary tools/ queries required for extraction/ transformation and migration must be provided by the Bidder. It is the Bidder's responsibility to ensure accuracy, integrity and completeness of the data migration from legacy applications to new AAS application.

1. Data Migration is broadly divided into following three major sub-components:
 - i. Understanding of the data in the existing applications and development of suitable tools for data migration.
 - ii. Extraction and migration of Data as part of the roll out of solution from existing solution, and
 - iii. Data migration audit and certification on the accuracy of data porting from the existing systems to AAS
2. The Bidder is expected to migrate the old data from 2008-09 till the time of go-live of the project.
3. To facilitate understanding of the data in the existing applications, Bank shall make available necessary support (manpower and knowledge of formats) of the existing vendor. The data dictionary of existing applications may be shared with the Bidder as available with RBI for this purpose.
4. The Bidder will be provided with the copy of the existing application data in flat/ plain text file, simple RDBMS tables or any other mutually agreed format. The extraction of data from the existing system in the required format shall be carried out by the Bank.
5. Based on the study of the existing data, the Bidder has to develop necessary data extraction tool and provide necessary services for migrating the data.
6. In case the data has to be committed through data entry, then the Bidder shall be fully responsible for data entry and data accuracy. If any outsourcing is resorted to, prior written permission of RBI must be obtained before handing over the work to the outsourced agents. Confidentiality of data must be maintained and the vendor shall be fully responsible for any act of omission or commission of the agents who act on behalf of the Bidder.
7. The Bidder is expected to provide an archival solution for the historical data. The necessary configuration and implementation of the archival solution shall be the responsibility of the Bidder
8. The Bidder shall formulate the detailed Data Migration Strategy and methodology and submit the same to Bank for its approval before commencement of Data Migration task.



The Bidder must draw a suitable strategy/ plan to verify the accuracy of the data before and after migration.

9. The Bidder shall provide the required upload formats as per the data structure/ format of the Solution.
10. The Bidder has to inform all the mandatory fields required for migration and also provide the facility to upload the data with default value for mandatory fields if the same are not readily available. There must also be a facility to modify these mandatory fields subsequently by RBI.
11. In case default value mapping for any field is to be done, such default values which shall be used are to be approved by RBI.
12. The Bidder shall assist RBI during the data cleansing and validation exercise of the data migrated from the legacy systems.
13. RBI reserves the right to audit data migration by external/ internal auditors and any gaps/ discrepancies found during the audit are to be rectified by the Bidder.
14. The Bidder has to conduct mock data migration to confirm the accuracy of the data migration tool developed.
15. The Bidder should provide facility for capturing the data through data entry module/ screen, which arises out of the gaps between proposed solution and present system. The data entered through such screens is to be validated (maker and checker) and it is to be uploaded by the Bidders.
16. The Bidder should ensure that all required fields available in the existing system and required for the solution are properly migrated.
17. The Bidder is required to certify completeness and accuracy of migrated data, transaction history, and balances at each data migration instance.
18. It is clarified that the ownership of data shall at all times remain with RBI and the Bidder shall be responsible to maintain complete confidentiality of the same. Bidder shall be responsible for all loss, inaccuracies, and discrepancies in data arising out of data migration.

3.5 Deployment

1. The test environment for deployment as per Route to Live (RTL) will be provided by the Bank to the Bidder.
2. The Bidder's resources will be required onsite during the deployment phase
3. Setting of up test environment at RBI test environment will Bidders responsibility



4. Bidder is expected to provide user and technical documentation including Installation, Commissioning, Implementation, security check Manuals

3.6 Testing (System Integration Testing and User Acceptance Testing)

1. The test environment will be provided by the Bank to the Bidder.
2. The Bidder's resources will be required onsite during the testing phase.
3. Bidder is expected to carry out SIT before the start of UAT by Bank.
4. UAT will be carried out by the Bank's team. The testing activities shall include but not limited to the Functional, Performance, Technical and Penetration testing. The Bank may also undertake any other appropriate testing approach.
5. All security issues identified will have to be either resolved or a mutually accepted remediation should be agreed upon between the Bank and successful Bidder.
6. The Bidder shall provide test plan, test cases and test results.
7. The Bank shall commence the User Acceptance Testing only after a formal confirmation that the system is ready for UAT is submitted to the Bank.
8. The Bidder should provide test cases for UAT for Banks review. Upon finalisation of test cases, user acceptance testing will be started by the business users.
9. Any deviations/ discrepancies/ errors observed during the testing phase will have to be resolved by the Bidder. Any exceptions will have to be documented and signed off by the Bank.
10. The Bidder shall first deliver the base version of the software and the Bidder shall assist RBI to conduct a preliminary test to ascertain the extent to which the software has met business requirements as furnished in the RFP and complies with the specifications.
11. The Bidder is expected to make all necessary modifications to the solution, customisations, interfaces, etc., if there are performance issues or errors identified during testing, which will be undertaken by RBI user department officials. The Bidder will assist RBI in preparing the test cases, including the test data. The Bidder will assist in conducting all the tests and comparing/ analysing the results. Any bugs identified will have to be rectified and subsequent patches/ versions will also have to be tested.
12. The testing also includes testing to ascertain whether the response time, the bandwidth usage & performance of the solution are as per the expectations of RBI and would involve an error free dry run of the customised solution and end-run simulation.
13. RBI shall accept the application software only after the critical or major Bugs are fixed.
14. The Bidder shall be responsible for maintaining appropriate program change control



and version control for all the modifications/ enhancements carried out during the implementation/ testing phases.

15. Bidder has to maintain the system set up at their end for future change request/ enhancement and should not depend on RBI's IT infrastructure for software development.
16. The Bidder shall be responsible for providing and updating system & user documentation as per the modifications.
17. RBI may consider parallel running of the solution and the existing system before the discontinuation of the existing system.
18. The Bidder shall be responsible for testing of migrated data.
19. The Bidder shall provide the automation test script.

3.7 Implementation

1. On successful completion of UAT and SIT, the Bidder should deploy the code in the Primary Data centre.
2. The Bidder will ensure a mirror copy of the Primary Data Centre is replicated in the DR site.
3. The implementation phase shall be deemed as completed in all respects only after
 - All applications and services are implemented as per the intent of this RFP;
 - Application meets all the necessary security test as part of the Bank's Secure Software Development Lifecycle (SSDLC) methodology;
 - All functionalities mentioned in this RFP have gone live; and
 - All the related trainings are completed and post training assessment carried out by the Bank
4. VAPT exercise shall be conducted by the Bank, it shall be the Bidder's responsibility to rectify the gaps unearthed during the VAPT at no additional cost to the Bank during the contract period.

3.8 Training

Bank expects the Bidder to train the end users till the personnel gain sufficient expertise in the system and capable of taking over the training function. The training should include features, facilities, operations, implementation, troubleshooting, system administration, database administration, operating system administration, DR elements. All training will be hands-on training along with the trainer for the users. The Bidder should also provide e-learning facilities for users of the solution.



3.9 Go-Live

Go-Live is the phase in which the application is made available to all the users to carry out live transaction.

1. Before the final Go-Live the Bidder has to complete the development/ customization of the application as per the Functional and Technical Specifications agreed with the Bank.
2. The Go-Live is an end-to-end responsibility of the Bidder who will manage total planning, hand holding support as per the scope of work.
3. Bidder should provide 90 days of hand holding support post Go-Live.
4. On satisfactory performance of application post 90 days from Go-Live, Bank will issue Completion Certificate.
5. In case of the Go-Live delays by the Bidder the financial Penalty as per the Banks discretion will be imposed on the Bidder at 5% of the total contract value per month of delay, to the maximum of 10% of the total contract value as per the agreement between the Bank and the successful Bidder.

3.10 Project Milestones

Milestones	Deliverables/Key Activities
Issue of Purchase Order	
Signing of Agreement	Within 30 days of receiving the letter of offer from RBI
Process & System Study	<ul style="list-style-type: none">• System Requirement Specifications (SRS) includes mapping of system functionality to Bank's processes.• Technical solution document with Solution Architecture, security features and best practices to be followed
Design and Build	<ul style="list-style-type: none">• HLD and LLD• Source Code of Modules• Test plans, Test script and sample test data• Data Migration Strategy
Data Migration	<ul style="list-style-type: none">• Certificate for completion of Data Migration
Deployment <ul style="list-style-type: none">• Setting of up test environment at RBI test environment	<ul style="list-style-type: none">• User and Technical documentation including Installation, Commissioning, Implementation, security check Manuals
Testing (SIT & UAT)	<ul style="list-style-type: none">• Certificate for completion of Testing –SIT and UAT



Implementation	<ul style="list-style-type: none">• Completion of VAPT• Deployment in primary data centre and DR• Completion of Third party audit• Fixing observations• Completion of Security risk assessments
Training	<ul style="list-style-type: none">• User and Technical Documentation• Client Training Feedback from Users• Client Handbook• E-Learning
Go Live	<ul style="list-style-type: none">• Certificate of Completion

3.10.1 Implementation Phases

Bank expects the Bidder to deliver the business requirements in phased manner with key business functionality made available as part of phase 1 deliverables within 3 months of awarding of contract.

Key Business functionality

- AAS module for ARS team
- Business rules
- Completion of Data Migration
- Critical reports- Reports that would be required for the smooth execution of the business

3.11 Post Implementation

The post implementation period will start after 90 days of successful “Go-Live” of the project. Post implementation will be from the day for issue of Completion Certificate by the Bank.

Bidder would be required to specify the cost of 3 years of Warranty period and 4 years of Annual Maintenance Contract (AMC) after the expiry of the Warranty

3.11.1 Warranty

1. It would be mandatory on the Bidder to provide a Warranty for 3 years for the product. The Warranty period of three (3) years would commence from the date of issue of Completion Certificate by the Bank. During the Warranty period the Bidder would be required to undertake all necessary modifications not falling under the purview of ‘Change Management’ such as updates, bug fixes, changes in the application or any other support as and when required at no extra cost.



2. During the first year of warranty, the Bidder will be required to provide on-site support, if required the on-site support may be extendable at the Bank's discretion. It is envisaged at this stage that the next two years of warranty would be on off-site support basis.
3. If Bank desires, it could extend the onsite support beyond 1 year as per the business need.
4. During Offsite support, the bidder is expected to travel to Data Centre as per the need or request from the Bank and the Bidder shall not be entitled to charge any additional costs.
5. If any defect in the Solution is not rectified by the Bidder before the end of the Warranty Period, the Warranty Period shall be extended until:
 - (a) the defect has been corrected; and
 - (b) the Solution functions in accordance with the Contract
6. Where the Bidder is not the Manufacturer of certain components of the Solution, then the Bidder shall disclose the Manufacturer's warranty for such components to the Bank and, in the event such warranty exceeds the Bidder's warranty under this Contract in any respect, shall ensure that the Bank will receive the benefit of the Manufacturer's warranty.

3.11.2 Annual Maintenance Contract Support

1. The Bank will enter an AMC agreement with the vendor for 4 years after the expiry of 3 years of warranty. The support extended during the Warranty Period as mentioned in Chapter 3.11.1 would also be applicable during the AMC period on an off-site basis.
2. During each year of the AMC, the Bank reserves the right to use 100-man days' worth of effort for changes, development or customizations, any other support etc. The cost of these additional 100-man days should be part of the commercial bid submitted to the Bank, as a part of the AMC charges. No extra charge will be paid in this regard.
3. Till the end of the AMC period, if the total change request and onsite support for Application maintenance requires work of less than 100-man days each year respectively, no payment would be made in this regard. Any effort over and above this would only be paid. Any part of the 100-man day's effort left over in any year will be carried over to the subsequent year and so on till the end of AMC period.
4. Any additional charges beyond the above prescribed period of 100-man days per year, would be paid as per the rate mentioned by the bidder while submitting the commercial bid / the negotiated price by the Bank in this regard. The change management charges as mentioned by the vendor in the commercial bid annexure will not be a part for commercial bid evaluation.

3.11.3 Incident Management and Response Management

The Bidder should define various categories of incidents and response times for resolution of the same. These should be commensurate with the service levels requirement specified in the RFP. The



Bidder should also define an escalation matrix for escalation of incidents in the event that it is not resolved within the defined time frame. The Bidder should also provide periodic reports to RBI detailing the various incidents reported divided category wise along with steps taken to resolve the same and response time for the same. The Bidder should provide access to the incident management system to the authorised users of RBI. Refer to chapter 5 for more details.

3.11.4 Disaster Recovery & Disaster Recovery Drill

1. The solution deployed Bidder should confirm to Recovery Time Objective (RTO) and Recovery Point objective (RPO) defined by Bank.
2. Bidder should make sure that DR and DR drill is performed in alignment with Bank's existing processes.
3. The Bidder has to perform DR drills, as and when advised by the Bank.
4. During DR drills, the vendor has to provide support at DR site.
5. The Bidder is responsible for keeping Application and Database in sync in DC and DR
6. In case of any DR situation, the Bidder has to shift application to DR site after Intimation to Bank.

3.11.5 Change Management

1. Post-Implementation, any request by the Bank that results in changes in the structure of the application and / or a new module is added, and which requires considerable effort for customisation would be considered as part of Change Management. Any minor changes required in the application such as addition / deletion / alteration of a row / column / field, additional report, menu items will not be considered as part of Change Management. The vendor should maintain records of all such changes made in the application with a proper audit trail and time-stamp. There should be an appropriate roll back mechanism which is identified and tested if changes are not successful.
2. Any standard functionality available in the proposed AAS would not form part of the Change Request submitted by the Bidder. Bidder should provide and implement any security patches/ upgrades/ updates for Software/ OS/ Middleware etc. as and when release by the Vendor/ OEM or as per requirements of the Bank and the same shall not be included as a part of change management. Bidder should bring to notice of the Bank all release /version change. Bidder should obtain a written permission from the Bank before applying any of the patches/ upgrades/ updates in UAT or live environment.
3. The procedure that would be adopted for evaluating Change Requests will be based on the work breakdown method/ Function Point Analysis method or the method mutually agreed upon with the vendor.
4. The Bidder is required to develop a change management methodology to ensure all application changes and technical changes (after go-live, and in the case of network



changes, from the start of contract), are reviewed, tested, approved, implemented, and verified post implementation.

5. All change requests should be documented and should have a numerically assigned number in sequential order. A database of all change requests should be maintained, and the Bidder should deploy an automated change management application. All change requests should be classified, and approval and escalation mechanisms should be defined as per classification.
6. The change request should include an appropriate roll back mechanism which is identified and tested if changes are not successful. The Bank would initiate or invoke penalty clause in case of repeated roll-back of change request (more than 2 roll backs).
7. Changes should be implemented in a controlled manner and should be tested in the test (non-production) environment prior to implementation. The impact of technical changes on application environment should also be performed. Dependencies of changes should be documented.
8. All changes should be reviewed, and the databases of changes should be reviewed for any actions taken post implementation. Emergency change requests should follow a defined and controlled process.
9. A release schedule should be maintained for all changes, so as to provide minimum disruption to business services. The Bidder will be required to perform analysis of change requests to review frequently occurring issues, trend analysis, and an analysis report to be provided to the Bank along with a summary report.
10. The change request time estimation would be computed using Function Point Analysis methodology. The unit costs for man-month rate shall be calculated by the Bank by dividing the TCO (Implementation/ Customization/ Configuration) costs by the number of resources deployed during the implementation period. The cost shall be used to calculate the man-month rate for change requests. This rate would be valid for the entire period of 7 years (3 years of warranty and 4 years of AMC support) read with para on Indexation Formula.
11. The Bidder should add an additional 100-man day of customization over and above the RFP requirements in the commercial bid for calculation of TCO. Calculation for the 100-man days should be as per the formula mentioned above.
12. The Bidder should quote the unit costs (man day charges) for affecting the Change Management Requests as [Annexure S](#).



4 Payment Terms

Bidder will provide with the detailed cost sheet in INR as per the [Annexure S](#). The component wise payment will be as mentioned below:

4.1 Software Cost

Payment Milestones

Sr. No.	Milestones	Payment
1	Completion of Requirements & Design Phase, customisation/ development of solution and implementation	20 %
2	Completion of User Acceptance Testing, Data Migration Creation of training content, Train The Trainer and customer education content	25%
3	Complete Implementation and “Go-live” of the project	45%
4	Receipt of Acceptance of Completion from the Bank (post 90 days of achieving Go-Live)	10%

Indexation Formula

The payment during the 2nd year onwards of Warranty and AMC period would be made as per the indexation method as mentioned below:

$$A = B \{15 + 45 \times (WPI_c / WPI_p) + 40 (CPI_c / CPI_p)\} * 1/100$$

Where

- A = The contract amount for the current year,
- B = The contract amount for the previous year,
- WPI_c=Whole Sale price Index for the months generally based on index 6 months prior to the Commencement date of contract for the current year,
- WPI_p= Whole Sale price Index for the months generally based on index 6 months prior to the Commencement date of contract for the previous year,
- CPI_c= Consumer Price Index (Urban – All groups, All India) for the months generally based on index 6 months prior to the Commencement date of contract for the current year and
- CPI_p= Consumer Price Index (Urban – All groups, All India) for the months generally based on index 6 months prior to the Commencement date of contract for the previous year.



4.2 Additional Software License Costs

For evaluation purposes, costs of the software licenses proposed by the Bidder would be included in the Total Cost of Ownership. In case any software license(s) are required to be procured directly from the Original Equipment Manufacturer (OEM)/ Product Vendor, the actual payment to the Bidder will be reduced appropriately to exclude the software license costs quoted in the commercial bid.

4.3 Warranty and AMC pay-outs

The annual amount payable towards Warranty and AMC would be divided into equal instalments, to be paid every year on a quarterly basis on arrear basis following successful implementation of the application.

4.4 Other Payment terms

1. The Total Cost of Ownership (TCO) will be calculated by multiplying per license cost/ cost of license bundle with the number of committees. TCO calculation will include the commercials of the licenses for the entire project duration.
2. Payment for licences consumed subsequently will be done as per the license rate (unit rate) shared by the Bidder as response to this RFP.
3. Any delay in achievement of milestones/ deliverables/ activities from Bidder shall automatically result in delay of corresponding payment from Bank.
4. The successful Bidder will have to incur the stamp duty for franking of contract documents. The stamp paper and franking needs to be done in Mumbai only.
5. Any objection/ dispute to the amounts invoiced in the bill shall be raised by RBI within reasonable time from the date of receipt of the invoice. Upon settlement of disputes with respect to any disputed invoice(s), the Bank will make payment within thirty (30) working days of the settlement of such disputes. All out of pocket expenses, travelling, boarding and lodging expenses for the entire project period and subsequent agreement is included in the amounts and the Bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc.
6. All the payments becoming due during each of the quarters of the contract period will be paid at the end of the respective quarter subject satisfactory feedback from business team (ARS).
7. The fees payable by the Bank to Bidder shall be inclusive of all costs such as insurance, taxes (GST, as per the rates applicable), transportation, installation, that may be levied, imposed, charged or incurred and RBI shall pay the fees due under this RFP and subsequent agreement after deducting any tax deductible at source ("TDS"), as applicable. The Bidder will need to provide the details for the tax rates as considered in the pricing. This will be used for subsequent tax changes. RBI shall pay each undisputed invoice raised in accordance with this



RFP and subsequent agreement, within thirty (30) working days after its receipt unless otherwise mutually agreed in writing, provided that such invoice is dated after such fees have become due and payable under this RFP and subsequent agreement.

8. Any variation (upward) in Government levies/ GST (as per the rates applicable) which has been included as part of the price will be borne by the Bank. Any variation (downward) in Government levies/ GST (as per the rates applicable) which has been included as part of the price, the benefit will be passed to the Bank and adjusted in the payment milestones. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly.
9. If the Bank has to pay taxes for any of the items or supplies made in terms hereof by the Bidder, for any reason including the delay or failure or inability of the Bidder to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Bidder along with the documentary evidence. If the Bidder fails to reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Bidder from RBI along with the interest calculated as per the tax rate prevailing at the time of actual payment.
10. Terms of payment indicated in the Contract that will be issued by RBI to the selected Bidder will be final and binding on the Bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Contract, the Bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the Bidder". Bidder should ensure that the project should not suffer for this reason.
11. The Bidders should note that the contract entered with the successful Bidder will be for implementation and post go-live period of 7 years (3 years warranty & 4 years AMC support), extendable at the Bank's discretion. The Bank will have the right, in its sole discretion to renegotiate the prices/ terms and conditions.



5 Service Level Agreement

Bank expects that the Bidder shall be bound by the Service Levels described in this document for AAS application. Software Performance, Data Centre and Disaster Recovery Centre.

5.1 Definitions

1. Service Levels are calculated based on the "Business Utility" of the solution, which is described as the ratio of "System Available for Actual Business Hours" to the "Scheduled System Availability for Business".

$$BU (\%) = \frac{S_{BOH} - S_{BDT}}{S_{BOH}} * 100$$

- a. Where BU = Business Utility, SBOH = Scheduled Business Operation Hours, SBDT = Business Downtime
2. The "Scheduled Business Operation Hours" for a given time frame are calculated after deducting the planned downtime which can be taken on the system only with prior notice to RBI and with mutual consent of RBI and the Bidder.
 3. "Business Downtime" is the actual duration for which the system was not able to service Bank or the Clients of Bank, due to System or Infrastructure failure as defined by Bank and agreed by the Bidder. The "Business Downtime" would be calculated on daily basis and for all performance appraisals, the daily downtime would form part of core measurement for assessment/ escalation/ penalty, etc."
 4. The "Working Hours" in 1.a would be from 9:30 AM to 6:00 PM from Monday to Friday and working Saturdays for Banks/PSBs. Further, Bank expects the Bidder to recognize the fact that Bank might work in extended hours to provide the expected customer service as well as for statutory and other reporting during quarter-ends
 5. "Business Operation Hours" shall be "One Hour" prior to the start of "Working Hours" and would end "One Hour" after "Working Hours". "Business Operation Hours" for Data Centre and Disaster Recovery Centre would be same.



5.2 Purpose and Objective of SLA

Bank intends to enter into a Service Levels Agreement (SLA) with the successful Bidder in order to provide complete utility of the service that could be provided to Bank once the “AAS Application” is in place.

The SLA shall be included in the contract agreement as mentioned in the document and identifies the expectations of Bank and defines the Scope and Boundaries for the successful Bidder to provide maximum “Business Utility”.

Any issue could be classified under the following four categories:

- Level 1: The identified issue has a material business impact (Show Stopper) and needs to be resolved immediately. This level would typically correspond to issues that result into disruption of most of the critical services to all the RBI, Regulated entity offices and external institutions having an access.
- Level 2: The identified issue has a significant business impact and needs to be taken up on top priority. This level would typically correspond to issues that result into disruption of one or more critical services to all the RBI, Regulated entity offices and external institutions having an access.
- Level 3: The identified issue has normal impact on the Business and needs to be addressed at the earliest. This level would typically correspond to issues which result into disruption of one or more services to one or more but not all RBI, Regulated entity offices and external institutions having an access.
- Level 4: The identified issue has almost no impact in terms of Business. However, issue needs the attention of the Bidder and shall be fixed on lesser priority.

It is expected that the Bidder provides an immediate solution/ work around for “Show Stopper” issues so that Bank can continue to function normally and then register the issue on priority by conducting a “Root Cause Analysis”.

5.3 Scope of Work

It is expected that after successful login all the respective modules of the application should be made available to the users within a response time of 2-3 sec, assuming the other related conditions being normal.

The Bidder would be in total charge of the following:

1. Complete Systems Software and Environments required for the AAS implementation
2. Implementation Services for AAS (includes Integration, Interfaces)



3. Warranty & AMC
4. Training & maintenance of all training content during the contract period

The Bidder is expected to take care of the systems by covering them under the Warranty, AMC contract.

Criticality	Time to Recovery (TTR)
Level 1/Priority 1	Full Functionality shall be restored within 12 hours
Level 2 / Priority 2	Full Functionality shall be restored within 24 hours

Any failure in the primary DC should result in automatic switch over to the DR. The time taken to switch over to DR sites due to complete failure of the DC shall not be considered for TTR computation.

TTR shall be computed as total downtime per month. The TTR values given in the above table therefore, define the maximum acceptable downtime in the specified time and conditions. A failure that does not result into a level 1 or level 2 incident considered as Priority 3, is still required to be resolved by the Bidder in maximum 2 working days.

Service Degradation is a scenario where the service quality degrades for a continual period by more than 20% of expectation at any point (measured in terms of response time).

5.4 Performance Tracking and Reporting

The Bank requires the Bidder to provide reports on “Business Downtime” and a log of all issues that have been raised and Closed/Pending Closure by the Bidder. The frequency of the report would be Monthly, Quarterly and Yearly. If no issues, a nil statement may be provided.

The solution related minimum service expectation as a percentage of “Business Utility” is of 99.99% to be calculated on monthly basis.

5.5 Problem Management and Escalation Procedures

The Bidder is expected to provide an interface for logging issues. It should have an audit trail and updating functionalities and preferably have a role-based access for the users. Bank should be able to retrieve the details of any issue logged and get the complete history of the issue including the enterer, date of entry, date and details of the solution, re-opened date with remarks, etc.



5.6 Penalties

Business Utility and Business Downtime would be the key considerations for determining the “Penalties” that would be levied on the Bidder for “Non-Adherence” to the SLA for the Services offered.

The inability of the Bidder to provide the requirements as per the scope or to meet the deadlines as specified would be treated as breach of contract and invoke the Penalty Clause. The maximum limit on the penalties during the period of contract shall be 10% of the total contract value.

The applicable “Penalties” would be the same irrespective of the root causes.

Criticality -> Elapsed Time of unavailability for end users	Level 1 (INR)	Level 2 (INR)
Up to 12 hours	1.25 times man hour/day rate Charged for change management by the Bidder.	
Up to 24 hours	1.5 times man hour/day rate Charged for change management by the Bidder.	1.25 times man hour/day rate Charged for change management by the Bidder.
Greater than 24 hours	1.75 times man hour/day rate Charged for change management by the Bidder.	1.5 times man hour/day rate Charged for change management by the Bidder.

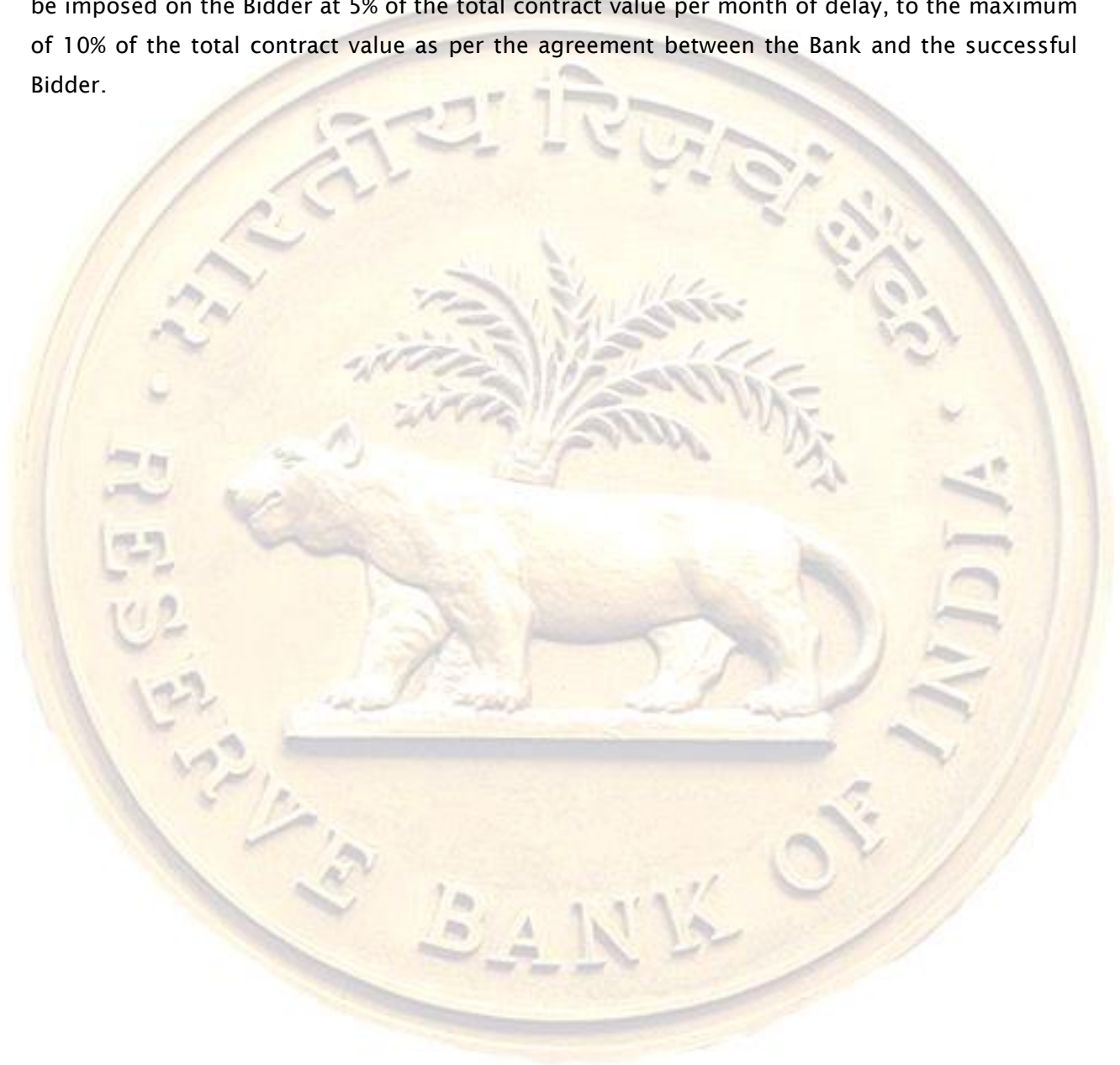
The Pay-outs shall be on an annual basis and penalty shall be deducted from the next pay out (Warranty / AMC / BG).



5.7 Penalties for Delayed Implementation

The successful Bidder is expected to complete the responsibilities that have been assigned as per the specified time frame.

In case of the Rollout delays by the Bidder the financial Penalty as per the Banks discretion will be imposed on the Bidder at 5% of the total contract value per month of delay, to the maximum of 10% of the total contract value as per the agreement between the Bank and the successful Bidder.





6 Evaluation Process

6.1 Objective of Evaluation Process

The objective of the evaluation process is to evaluate the bids received to select the best fit solution at a competitive price based on technical and commercial parameters. The evaluation will be undertaken by a Committee formed for the purpose by the Bank which consists of senior Bank officials and external experts. The decision of the Bank regarding the evaluation and selection of the Bidder would be final.

For the purpose of the evaluation and selection of Bidder for the AAS project implementation, a three-stage evaluation process will be followed. First of all, the Bidder has to comply with the minimum eligibility criteria as per [Annexure N](#) to qualify to participate in the Technical Bid evaluation process. Those Bidders who qualify the pre-qualification criteria will only be eligible to participate in the 'the Technical Bid' and 'the Commercial Bid' process.

The Bidders have to submit 'the Technical' and 'the Commercial' Bid simultaneously in separate sealed covers. The 'Technical Bid' in a soft copy through email to the designated id.

The Bidder has to submit 'Technical Bid' keeping in view the information / criteria mentioned in Chapter 2 and 3 of this document in a sealed envelope by the date and time stipulated as in Table 1 of Chapter 1.

'Technical Bid' will contain the exhaustive and comprehensive technical details. The Technical Bid shall NOT contain any pricing or commercial information at all and if the Technical Bid contains any price related information, then that Technical Bid would be disqualified and would NOT be processed further.

The 'Technical Bids' will be opened on the date mentioned at Table 1 of Chapter 1 and subsequently evaluated on certain pre-determined criteria and a technical score would be arrived at. It is mandatory to score a minimum cut-off marks, which will be determined by the Committee, of the total 70 marks allocated for the Technical evaluation. The Bidder scoring the highest technical score will be ranked as T1 and so on. Bidders who do not achieve the cut-off on any of the parameters as determined by Committee will be disqualified from the bidding process further. However, the Committee reserves the right to relax any of the parameters if the need arises.

In the third stage of evaluation, the commercial bid submitted by the Bidders will be opened and thereafter, top 5 Bidders who have qualified in the Technical evaluation process shall be invited to participate in Commercial bidding process. After the Commercial bidding process is complete, all bids of the Bidders would be ranked as L1 (lowest bid), L2 and so on.

During the 'Techno-Commercial' evaluation, the 'Technical Bid' score carries a weight of 70 percent, the 'Commercial Bid' score carries a weight of 30 percent. The 'Techno-Commercial' scores (70:30)



will be arrived at for each qualified Bidder and the Bidder with the highest score will be declared as the successful Bidder as TC1. In case of non-acceptance of the offer by TC1, the offer will be given to next successful Bidder i.e. TC2, and so on.

Post selection of the Bidder, the Bank shall return the Earnest Money Deposit (EMD) to the unsuccessful Bidders within 15 days of formal declaration of results.

Bank may call for any clarifications / additional particulars required, if any, on the Pre-qualification / technical / commercial bids submitted. The Bidder has to submit the clarifications / additional particulars in writing within 2 working days. The Bidder's offer may be disqualified, if the clarifications / additional particulars sought are not submitted within the specified date and time.

Bank reserves the right to call for presentation/s, product walkthroughs, on the features of the solution offered etc., from the Bidders based on the technical bids submitted by them. Based upon the final technical scoring, short listing would be made of the eligible Bidders for final commercial bidding.

6.2 Minimum Eligibility Criteria

Sr No	Eligibility Criteria	Documentation Required
1	The Prime Bidder should be a Company registered under the Companies Act of India or LLP / firm registered under the respective Acts of India. The other entity should be a company registered under the Companies Act in India or equivalent	Applicable tax registrations (PAN, GST etc.) supported by documentary evidence. Documents evidencing registration with the Registrar of Companies (ROC)/Firms, as the case may be, should also be submitted.
2	The Bidder should have a positive net worth and profit (after tax and partner disbursements - applicable to partnership firms only) making company in each of the three (3) financial years, i.e. 2015- 16, 2016- 17 and 2017 - 18 (or Calendar year 2015, 2016 and 2017)	Audited financial statements indicating the net profit and the net worth for the three years as required set forth in the eligibility criteria. OR Auditor / Chartered Accountant Certificate
3	Bidder should have completed at least 5 projects worth at least 2 Crore INR each for Indian Clients in BFSI or Central Banking or Capital Markets (in India) in last 5 years	A) Bidder to submit documentary evidence such as satisfaction/ credential letter from the client clearly stating the scope of work and project value OR



Sr No	Eligibility Criteria	Documentation Required
	<p>The OEM & SI are permitted to jointly bid for this RFP as a single Bidder represented via the Prime Bidder.</p> <p>The name of the Bidder (SI and/ or OEM) needs to be in sync with the credential letters / contract copies, exceptions will be made in case of divesture, M&A</p>	<p>Completion letter from the client indicating the scope of work executed by the Bidder and the project value</p> <p>B) Contract Copy between the Bidder and its client and documentary evidence proving project value</p> <p>The onus of proving the credential via documentary evidence will fall on the Prime Bidder.</p> <p>In case, the Prime Bidder is unable to provide any of the above, it will be the Bank's discretion to evaluate the claim in this regard.</p> <p>Note: Only completed assignments will be evaluated. Projects under implementation or not completed for any reason will not be evaluated</p>
4	<p>The Bidder(s) (SI and OEM) should not be currently blacklisted by any financial regulator in India or abroad.</p>	<p>A self-declaration from the SI and OEM on the company letter head stating that the company is not barred by any regulator by any financial institution / regulator in India or abroad.</p>

All documentary evidence should be duly signed and stamped by the Bidder.



6.3 Technical Bid Evaluation Criteria

1. The overall score for evaluating the Bidder would be 100 marks, out of which 70 marks is for the Technical evaluation and 30 marks is for Commercial bid.

Score breakup for Bidder Evaluation

Technical Evaluation	Commercial Bid	Overall Score
70	30	100

2. The breakup for the 70 marks which is allocated for the Technical Evaluation is given in the table below:

Evaluation Category	Evaluation Criteria	Criteria Score	Total Marks	Cutoff Marks
Project Management	Project Plan	5	25	18.75
	Deliverables	5		
	Data Migration Methodology	5		
	Implementation Strategy and Support	5		
	Risk including sound mitigation strategies	5		
Technical Solution	Architecture	10	25	18.75
	Security Measures	5		
	Optimal Sizing	5		
	Design	5		
Training	Approach / Plan / Deliverables	10	10	7.5
Presentation*	Understanding of Solution & Requirements and Approach, Clarity and Quality of Presentation	10	10	7.5
Consolidated Score			70	52.5

3. The Bidder should note that it is mandatory to score a minimum cut-off in each of the Scoring Parameters as well as the overall cut-off score which is 75% of the total 70 marks allocated for the Technical evaluation.
4. Top 5 Bidders who have cleared the cut off in technical evaluation parameters, except for presentation, will be invited for presentation.



5. The Bidder with the highest technical score shall be declared as T1.
6. The Bank shall disqualify any Bidder who does not achieve the cut-off on any of above mentioned bidding parameters from the bidding process.
7. Only top 5 Bidders based on technical score will be invited for commercial bid.
8. However, it is the banks discretion to ask for any additional documents, inputs or proof of concepts at later point of time for the purpose of Bidder evaluation.

6.3.1 Scoring Methodology for Project Management

Overview

The Bidder is expected to provide, as a part presentation to the Bank's Steering Committee (may consist of external as well as internal personnel) explain the approach and methodology proposed by the Bidder for the implementation of the proposed solution.

The "Approach and Methodology" adopted for the Implementation would be evaluated by Committee and would cover the following:

1. Project Plan
2. Deliverables
3. Data Migration Methodology
4. Implementation Strategy & Training
5. Risk including sound mitigation strategies

Project Plan

1. It is expected that the Bidder gives an elaborate Project Management template covering each of the activities and the implementation schedule as per the Implementation details provided in the [Annexure O](#).
2. The Bidder 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 as per [Annexure O](#).
3. Bidder should recommend plan for phase-wise release of application and also modularisation of implementation.

Deliverables

The Bidder is expected to list down various list of deliverables that will be delivered by the Bidder during each phase of project. Also, Bidder should provide major deliverables from Project Management standpoint.

Data Migration

1. The quality of the Bidder's Data Migration procedure shall form an integral part of the final evaluation and selection of the Bidder.



2. Data Migration solicits answers from the Bidder to questions on the Data Migration techniques used. Bank shall rate each of the answers provided by the Bidder and arrive at a total score for the entire module.
3. The questions pertain to the Data Migration training techniques, details of various steps to be carried out for successful Data Migration by the Bidder and experience of the implementers.
4. Bidder should share their past data migration experiences which should include the volume and type of data migrated, challenges faced, methodology used and timelines for the activity carried out.

Implementation Strategy

The Bidder needs to prepare an implementation strategy and a plan on how efficiently and optimally the AAS application can be rolled out.

Risk including sound mitigation strategies

The Bidder should provide detailed list of major risks that they foresee along with the mitigation strategies.

6.3.2 Scoring Methodology for Technical Solution

1. The Technical requirements cover the Hardware and Software components that are proposed by the Bidder as part of the solution.
2. The Bidder is expected to provide, as a part of the technical bid, a detailed document that explains the general solution architecture including aspects such as solution design & architecture, IT security feature etc.
3. The Bidder would be invited to RBI to make a presentation pertaining to the proposed Total Solution Sizing which would be evaluated by the Bank's expert committee (may comprise of external as well as internal personnel).
4. The Bank at its discretion may reject the proposal of the Bidder without giving any reason whatsoever, if in the Bank's opinion, the Solution Sizing was not made appropriately to meet the performance criteria as stipulated by the Bank.

6.3.3 Scoring Methodology for Training

The Bidder is expected to define the approach that will be taken to train the resources on the functional and technical aspects of the solution as per the details mentioned earlier. The quality of the Bidder's approach to training shall form an integral part of the final evaluation and selection of the Bidder. Bidder from its past experience should highlight the various types of trainings provided depending on number and types of users.



6.3.4 Scoring Methodology for Presentation

1. The Bidder is required to provide a complete walkthrough of Technical Solution, Security, Project Management and Training offered in response to RFP.
2. During the presentation, the Bank may seek explanations on various technical and other aspects.
3. The Bidder is expected to share its past experience of implementing high value projects and clients it has worked for.
4. The cost for set up for the walkthrough will be borne by the Bidder. The Bank will not bear the expenses incidental to conducting the presentation by the Bidder and his team.
5. Additionally, the Bank team will verify the overall functionalities and technical architecture of the proposed solution and record the observations.
6. The responses provided by the Bidder in response to functional and technical requirements of RFP will also be verified and marked during the structured walkthrough process.
7. The Bank will not release any structured questionnaires for this process.
8. The Bank at its discretion may reject the proposal of the Bidder without giving any reason whatsoever, if in the Bank's opinion, the Bidder could not present or demonstrate the proposed solution as described in the proposal.

6.4 Disqualification Parameters in Technical Bid Evaluation

1. Commercial Bids of only those Bidders who qualify the technical evaluation shall be opened. Commercial Bids of the other Bidders shall not be opened and their Earnest Money Deposit (EMD) shall be returned. If only one Bidder qualifies, the Bank at its discretion may select more than one Bidder for commercial evaluation.
2. The Bank at its discretion may reject the proposal of the Bidder without assigning any reason whatsoever, if in the Bank's opinion, the Solution Sizing was not made appropriately to meet the performance criteria as stipulated by the Bank.
3. The Bank at its discretion may reject the proposal of the Bidder without giving any reason whatsoever, if in the Bank's opinion, the Bidder could not present or demonstrate the proposed solution as described in the proposal.



6.5 Commercial Bid Evaluation

Commercial bids of only those Bidders who qualify the technical evaluation shall be opened. The Bidders will have to submit the Commercial bid in the attached format - [Annexure S](#). The Bidder is expected to submit the Commercial bid inclusive of the applicable taxes. Taxes and levies, as applicable, must be indicated in detail.

All the prices quoted shall be in Indian Rupees. The quote shall not be subject to any price escalation subsequently. Rate should be quoted against each item separately.

The TCO for the purpose of commercial evaluation shall be arrived at after applying the concept of time value of money. The Bidder is expected to provide the costs that shall be charged to RBI on a yearly basis for the duration of the contract, i.e. seven years. Commercial bid valuation shall be considered as below in case of any kind of discrepancy:

1. If there is a discrepancy between words and figures, the amount in words shall prevail
2. If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail
3. If there is discrepancy between unit price and total price, the unit price shall prevail
4. Where there is a discrepancy between the phase-wise quoted amounts and the total quoted amount, the phase-wise rate will govern unless, in the opinion of RBI, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern.
5. If there is a discrepancy in the total, the correct total shall be arrived at by Bank

6.6 Techno Commercial Bid Evaluation

1. The Bidders will have to submit the Commercial bid in relevant format mentioned in the concerned Annexure.
2. The Bidder is expected to submit the Commercial bid inclusive of all applicable taxes. Taxes and levies, as applicable, must be indicated in detail.
3. The payments shall be done as per the costs quoted by the Bidder when the corresponding services are provided, and such payments become due.
4. The technical scores of the Bidders who qualify technical evaluation shall be disclosed to the qualified Bidders. The Bank will not send any communication to the disqualified Bidders.
5. The Technically Qualified Bidder with the lowest Commercial Bid after scrutiny would be declared as C_{LOW} .
6. The techno-commercial score shall be calculated as follows:

$$\text{Total Score} = (C_{LOW} / C) * 0.3 + (T / T_{HIGH}) * 0.7.$$

Here C and T are the commercial and technical scores of the respective Bidders.



7. The Bidder with the highest total score will be selected as the successful Bidder. In case of a tie of Total Score between two or more Bidders, the Bid with higher technical score would be chosen as the successful Bidder.
8. The Bank will notify the name of the Successful Bidder.
9. Commercial bid valuation shall be considered as below in case of any kind of discrepancy in total cost calculation:
 - a. If there is a discrepancy between words and figures, the amount in words shall prevail
 - b. If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail for calculating Total cost
 - c. If there is discrepancy between unit price and total price, the unit price shall prevail
 - d. If there is a discrepancy in the total, the correct arithmetic total shall be arrived at by Bank



7 Bidding Process

7.1 Instructions for Bid Submission

1. The Technical Bid shall NOT contain any pricing or commercial information at all and if the Technical Bid contains any price related information, then that Technical Bid would be disqualified and would NOT be processed further.
2. Bidders are permitted to submit only one Technical Bid and relevant Commercial Bid. More than one Technical and Commercial Bid should not be submitted. The Bidders will need to submit the Technical and Commercial Bids on the same day as mentioned in the RFP Schedule. All bids should be unconditional.
3. The entire bidding process would be conducted through the e-tendering portal of MSTC Ltd. The URL for the same is <https://www.mstcecommerce.com/eprochome/rbi/>
4. All respective technical and commercial bids need to be submitted through this portal only.
5. The opening of bids (technical & commercial) for this RFP will be through the MSTC Ltd. ecommerce web portal.
6. The bids will be submitted in three parts on the MSTC web portal:
 - a. **Pre-requisites:** Compliance to Integrity Pact
 - b. **Technical Bid:** This bid comprises of the technical evaluation response
 - c. **Commercial Bid:** This bid comprises of the commercial evaluation response
7. The authorised signatory for the bid (technical & commercial) needs to have a digital certificate with signing and encryption rights.
8. The Bidders must ensure that the Non-disclosure agreement (NDA) and Integrity Pact are signed by the Bidder's Authorised Signatory. Relevant documentary evidence authorizing the authorised signatory to sign must be uploaded along with the technical bid. The signed integrity pact needs to be uploaded on the portal. Proposals without a signed NDA and Integrity Pack will be rejected.
9. The Bidder must submit the Commercial bid inclusive of all applicable taxes for each line item in the relevant format in the concerned Annexure.
10. The cost of bidding and submission of the bids is entirely the responsibility of the Bidders, regardless of the conduct or outcome of the bidding process.
11. Receipt of the bids shall be closed as mentioned in the RFP Schedule.
12. The technical bids will be opened as mentioned in RFP Schedule.
13. Bidders who do not achieve the cut-off on any of the bidding parameters or the overall cut-off score will be disqualified from the bidding process and their commercial bids will not be opened. Commercial bids of only the technically qualified Bidders will be opened. Commercial Bid opening schedule will be intimated to the Technical Qualified Bidders as mentioned in the RFP schedule



7.2 E-Tendering Registration and Bid submission

1. The Bank has entered into an agreement with MSTC Ltd. for e-tendering services. The Bidder is expected to register themselves on the MSTC Ltd. Ecommerce Web portal. The Bidder is expected to have a Digital certificate with encryption and signing rights. The vendor registration on the MSTC Ltd. Ecommerce Web portal is present on the MSTC website.
2. It is the Bidders responsibility to register on the MSTC Ltd. Ecommerce Web portal and obtain the necessary digital certificate
3. The bank shall upload the entire RFP with annexes on the MSTC Ltd. Ecommerce Web portal (<https://www.mstcecommerce.com/eprochome/rbi/>)
4. The Bidder shall pay the registration charges as indicated in the MSTC portal in order to participate in the Bid

7.3 General Guidelines

1. The offers should be made strictly as per the formats specified.
2. The Bid should not contain any erasures, over-writings or corrections using whiteners. Any corrections to be made would be by striking through the content being corrected and duly authenticating the corrections
3. The Bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not in conformity to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of the bid.
4. No rows or columns of the bid should be left blank. Offers with insufficient information and Offers which do not strictly comply with the stipulations given above, are liable for rejection.
5. The Bank may at its discretion abandon the process of the selection of Bidder any time before notification of award.
6. All information (bid forms or any other information) to be submitted by the Bidders must be submitted on the MSTC Ltd. Ecommerce web portal. The Bidders may note that no information is to be furnished to the Bank through e-mail except when specifically requested for. Bank can seek clarification/ information from the Bidder if required.
7. It may be noted that all queries, clarifications, questions, relating to this RFP, technical or otherwise, should be by email only to the designated email id (arsdbesco@rbi.org.in). For this purpose, communication to any other email id or through any other mode will not be entertained.



8. The Bank reserves the right to pre-pone or post-pone the pre-bid meeting date. However, Bidders will be informed of the revised date of pre-bid meeting in advance to submit their queries to the Bank seeking clarification.
9. The bids will be opened in the presence of authorised representatives of the Bidders. However, the representative of the Bidder has to produce an authorisation letter from the Bidder to represent them at the time of opening of Technical/Commercial bids. A maximum of two representatives will be allowed to represent any Bidder. In case the Bidder's representative is not present at the time of opening of bids, the quotations/bids will still be opened at the scheduled date/time at the sole discretion of the Bank.

7.4 Pre-Bid meeting

1. The Bank will schedule a pre-bid meeting after the RFP is issued.
2. Any pre-bid queries can be sent to the designated email id arsdbSCO@rbi.org.in till the date and time mentioned in the RFP timeline will be formally responded to and questions/points of clarification and the responses will be circulated to all participating Bidders, if required. The source (identity) of the Bidder seeking points of clarification will not be revealed. Alternatively, RBI may at its discretion, answer all such queries in the Pre-bid meeting. It may be noted that all queries, clarifications, questions, relating to this RFP, technical or otherwise, should be only to the designated email id as stated earlier. For this purpose, communication to any other email id or through any other mode will not be entertained.
3. The Bank reserves the right to pre-pone or post-pone the pre-bid meeting date and/or change its venue. The Bidders will be informed of any changes to the date / venue of pre-bid meeting on the RBI website in advance to submit their queries to the Bank seeking clarification.
4. All points discussed during the pre-bid meeting, if need be, may be posted on the RBI website along with their responses.
5. For the pre-bid meeting, Bidders are required to inform the Bank at least a day in advance via arsdbSCO@rbi.org.in with participant details such as name, details of electronic devices if any, company name and mobile number and the authorized representatives shall produce the original authorization letter.
6. No queries will be entertained after the Pre-Bid meeting.
7. The Bank reserves the right to pre-pone or post-pone the date for the walkthrough and/or change its venue. The Bidders will be informed of any changes to the date in advance.



7.5 Clarification on the Bid Document

1. For any clarification with respect to this RFP, the Bidder may send an email to arsdbSCO@rbi.org.in . The format to be used for seeking clarification is mentioned in relevant [Annexure T](#). Queries posted over the MSTC portal will not be entertained.
2. It may be noted that all queries, clarifications, questions, relating to this RFP, technical or otherwise, should be by email only to the designated email id as stated earlier. For this purpose, communication to any other email id or through any other mode will not be entertained.
3. Email for clarification may be submitted to the Bank as per the date and time mentioned in the RFP timelines and clarifications for such queries shall be provided by the Bank or its representative in the pre-bid meeting. Request for clarifications after pre-bid meeting will not be entertained.
4. Bidders Queries Pro-forma (as given in [Annexure T](#) for Bidders queries) should be emailed to the Bank only on the designated email ID (arsdbSCO@rbi.org.in).
5. Bidders should provide their email address in their queries without fail since replies from the Bank will be by emails only.

7.6 Amendments to Bid Document

1. Amendments to the Bid Document may be issued by the Bank for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, prior to the deadline for the submission of bids, which will be placed on the MSTC web portal.
2. The amendments so placed on the MSTC web portal will be binding on all the Bidders. From the date of issue, amendments to Terms and Conditions shall be deemed to form an integral part of the RFP. Further, in order to provide prospective Bidders reasonable time to take the amendment into account in preparing their bid, the Bank may at its discretion extend the deadline for submission of bids.

7.7 Technical and Commercial Bid: Applicable only for the qualified Bidders

1. The Bidder must submit the technical and commercial documents on the MSTC Ltd. Ecommerce Web portal.
2. Technical Bid:
The Technical Bid section shall contain the technical proposal as per the requirement of the Bank along with duly signed documents/items as mentioned in the Submission Checklist.



3. The Integrity Pact and Non-Disclosure Agreement is required to be signed by both parties i.e. the Bank and the Bidder.

4. Commercial Bid:

The commercial bid shall contain duly filled up forms/ documents/ instruments given in the Annexes mentioned below:

- a. Compliance Certificate Commercial Bid Form (Refer [Annexure R](#))

- b. Commercial Bid Format (Refer [Annexure S](#))

The above documents need to be duly filled and uploaded in the commercial bid section of the MSTC Ltd. Ecommerce Web portal.

5. The pages of the technical and commercial proposals should be properly numbered.
6. The Bidder should also submit in their response, the details of application/ solution architecture covering the following points:
 - a) Design, Workflow engine, Database, Reporting Tools, Scripting and Other Tools, Front-End, Middleware, Backend, etc.
 - b) Response time for retrieval of documents, maximum document size supported per item
 - c) Work-flow mechanism Specification & Enforcement
 - d) Overall enterprise wide security including role-based security and authorisation levels, operating system/application security, and logical access controls and anti-virus management.
 - e) Back up, Storage, Recovery Time Objective (RTO), Recovery Point Objective (RPO)
7. The bid responses should include Copy of the Bid document along with all clarifications released by the Bank duly putting the seal and signature on all the pages of the document for having noted the contents and testifying conformance to the terms and conditions set out therein. The proposal should be prepared in English in MS Word format. The email address, Postal/courier address and phone / fax numbers of the Bidder shall also be indicated.
8. Only single submission of response to RFP by each Bidder / respondent will be permitted.
9. All responses including commercial and technical bids would be deemed to be irrevocable offers/proposals from the Bidder and may, if accepted by the Bank, form part of the final contract between the Bank and the selected Bidder. Bidder is requested to attach a letter from an authorised signatory attesting the veracity of information provided in the responses in the [Annexure E](#) Confirmation to Deliver. Unsigned responses would be treated as incomplete and are liable to be rejected.
10. The authorised signatories of the Bidder should initial on all pages of the technical and commercial proposals. Submission Checklist can be used as a checklist.



7.8 Period of Bid Validity

The Bids will be treated as valid for a period of 180 days from the closing date for submission of the bid.

7.9 Format and Signing of Bid

The bid should be signed by the Bidder or any person duly authorised to bind the Bidder to the contract. The signatory should give a declaration and through authenticated documentary evidence establish that he/she is empowered to sign the bid documents and bind the Bidder. All pages of the bid documents except brochures if any are to be signed by the authorised signatory. All the pages of the bid should be serially numbered.

Forms with respective Power of Attorney should be submitted and signed by the authorised signatory. Unsigned bids would entail rejection of the bid.

7.10 Correction of Errors

Arithmetic errors in bids will be treated as follows:

1. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
2. Where there is a discrepancy between the part-wise quoted amounts and the total quoted amount, the part-wise rate will govern.
3. If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail
4. If there is discrepancy between unit price and total price, the unit price shall prevail for calculation of the total price
5. If there is a discrepancy in the total, the correct total shall be arrived at by Bank
6. The amount stated in the bid form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall bid price to rise, in which case the Bank will be free to accept the Total Bid amount as mentioned in the field "Total Cost of Ownership (TCO)" in relevant Annexure.

7.11 Acceptance or Rejection of Bid

The Bank reserves the right not to accept any bid, or to accept or reject a particular bid at its sole discretion without assigning any reason whatsoever.

7.12 Duration and Condition of Engagement



1. Reserve Bank of India shall engage and appoint the successful Bidder to provide services as mentioned in this document and in consideration of remuneration payable by Reserve Bank of India to the Bidder. Post go-live there shall be an acceptance period of 90 days to ensure all bugs are fixed. Subsequently the Bank shall issue an Acceptance Certificate to the Bidder. This shall mark completion of the implementation phase of the AAS solution. Post the Implementation phase, the Bidder is expected to provide 3 years warranty and 4 years of AMC.
2. The Bank will reserve the right to terminate the services of the successful Bidder at any point of the Project (during the implementation phase and post go-live) without assigning any reasons. In such cases the Bank may consider making payment commensurate with the last completed phase.
3. Information collected or provided to the Bidder would be confidential and shall not be used by him for any other purpose. The work/study carried out by the Bidder would be the sole property of the Bank. The successful Bidder will sign a confidentiality agreement with the Bank.
4. At no point should Bidder use the name of the Bank without prior written permission as a reference or to advertise itself in anyway.



7.13 Cost of Proposal

The Bidder shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. RBI shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process. If selected, the Bidder at his own expense will register the contract agreement by paying the appropriate amount of stamp duty. The first page of the contract agreement shall be on a stamp paper of appropriate value. For the purpose of the Purchase Agreement as well as for the purpose of the Tender Document, the Purchaser is:

The Chief General Manager-in-Charge
Reserve Bank of India,
Department of Banking and Supervision, Central Office
World Trade Centre-1, 3rd Floor, Cuffe Parade,
Mumbai - 400005, India.



8 General Instructions

Bidders must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the provisions stipulated in this RFP will be accepted unless approved in writing by RBI. However, whilst fully complying with the RFP requirements, Bidders are encouraged to provide any suggestions and solutions that may achieve a more cost-effective value-for-money approach to fulfilment of requirements.

1. Submission of a Proposal shall be deemed to constitute an acknowledgement by the Bidder that all obligations stipulated by this RFP will be met and unless specified otherwise, the Bidder has read, understood and agreed to all the instructions provided in this RFP.
2. Any Proposal submitted will be regarded as an offer by the Bidder and not as an acceptance of an offer/proposal by RBI. This RFP does not commit RBI to award a contract.
3. The Bidder, selected for the solution, will have to enter into a contract directly with RBI. The contract will contain various terms and conditions including payment, delivery, installation & operationalization, training, commissioning & acceptance, support during periods of warranty & maintenance, penalty due to delay in performance. All the diagrams, drawings, specifications and other related literature & information, provided by the Bidder for the solution and agreed to by RBI, will also form a part of the agreement.
4. Bidders are required to complete, sign and submit in the required number of copies the formats given in the Submission Checklist as given in [Annexure A](#).

8.1 General Terms and Conditions

1. The term of this Bidder assignment is for a period of 7 years (3 years warranty & 4 years AMC support) from successful go-live or from the date of acceptance from the Bank or such extended period as may be mutually agreed up on.
2. Adherence to terms and conditions: The Bidders who wish to submit responses to this RFP should note that they should abide by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the respondents, such Bidders will be disqualified and will not be considered for the selection process.
3. Disclaimer: RBI and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any Bidder/person acting on or refraining from acting because of any information including statements, information, forecasts, estimates, projections, etc. contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, etc. on the part of Bank and/or any of its officers, employees, etc.



4. Execution of SLA: The Bidder should execute a Service Level Agreement, which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank
5. A declaration may be given by the Bidder stating that "No relative of the Bidders is working in the Reserve Bank of India". If anyone working in the Bank is related to the Bidders, the name, designation and the department where the person is posted may be given. Due to any breach of these conditions by the company or firm or any other person the bid will be cancelled and performance bank guarantee will be invoked. The company or firm or the person will also be debarred for further participation in the concerned unit.
 - The relatives for this purpose are defined as: -
 - Members of a Hindu undivided family (HUF).
 - Husband and Wife.
 - If one is related to the other in the manner as Father (includes step father), Mother (includes step mother), Son(s) (includes step son) & Son's wife (daughter-in-law), Daughter(s) (includes step daughter) and Daughter's husband (son-in-law), Brother(s) (includes step brother) and Brother's wife, Sister(s) (includes step sister) and Sister's husband (brother-in-law).

8.2 Language and validity of Proposal

The Proposal, as well as all related correspondence exchanged by the Bidder and RBI, shall be written in English language only. The Bids will be treated as valid for a period of 180 days from the closing date for submission of the bid.

8.3 Escrow

Any document, other than the Contract itself, shall remain the property of RBI and all copies thereof shall be returned to RBI on termination of the Contract. The Bidder shall not, without RBI's prior written consent, make use of any document or information above except for the purposes of performing the Contract Intellectual Property Rights for all major modules / products developed specifically for RBI will rest solely with RBI. An undertaking in Annexure M must be submitted along with RFP documents.

In the case of the application being a customized product and difficult to concede the IP rights of by the bidder, an escrow arrangement should be made to deposit the source code of the proposed solution.

The successful bidder shall, within 30 Business Days from the receipt of completion certificate from the Bank, deposit the Application in human readable form and such other material, instructions and documentation (including updates and upgrades thereto and new versions thereof) as are necessary to compile or otherwise generate the then current version of the Application supplied to



the Bank in escrow, with a suitable escrow agent jointly appointed by the Bidder and the Bank. All costs incurred in connection with the escrow shall be borne by the Bank, other than the travelling and other expense of Bidders Personnel.

8.4 Indemnification

The Bidder shall, at its own cost and expenses, defend and indemnify RBI against all third-party claims including those of the infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights, arising from use of the Products or any part thereof in India.

If RBI is required to pay compensation to a third party resulting from such infringement, the Bidder shall be fully responsible therefore, including all expenses and court and legal fees. The Bidder shall also be liable to indemnify RBI, at its own cost and expenses, against all losses/ damages, which RBI may suffer on account of violation by the Bidder of any or all national/ international trade laws, norms, standards, procedures, etc.

8.5 Cancellation of Contract and Compensation

RBI reserves the right to cancel the contract of the selected Bidder and recover expenditure incurred by RBI if the progress regarding execution of the contract, made by the selected Bidder is found to be unsatisfactory for any reason. After the award of the contract, if the selected Bidder does not perform satisfactorily or delays execution of the contract, RBI reserves the right to get the balance contract executed by another party of its choice by giving one months' notice for the same. In this event, the selected Bidder is bound to make good the additional expenditure, which RBI may have to incur to carry out bidding process for the execution of the balance of the contract. This clause will survive even where, for any reason, the contract is cancelled. RBI reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.

8.6 Earnest Money Deposit

Bidder will submit demand draft/banker's cheque/pay order drawn in favour of Reserve Bank of India payable at Mumbai towards **Earnest Money Deposit (EMD) for Rs. 2, 00,000/- (Rupees Two Lakhs only)**. The EMD of unsuccessful Bidders shall be returned within 15 days from the declaration of the disqualification of the respective Bidder. No interest shall be paid on the EMD. The EMD of the successful Bidder shall be returned after the successful Bidder furnishes the Performance Bank Guarantee. Offers made without the Earnest money deposit will be rejected. The amount of Earnest money deposit would be forfeited in the following scenarios:

1. In case the Bidder withdraws the bid prior to validity period of the bid for any reason whatsoever;



2. In case the successful Bidder fails to accept and sign the contract as specified in this document for any reason whatsoever; or
3. In case the successful Bidder fails to provide the performance guarantee within 30 days from the date of placing the order by the Bank or signing of the contract, whichever is earlier, for any reason whatsoever.

8.7 Performance Bank Guarantee

The successful Bidder shall at his own expense deposit with the Chief General Manager-In- Charge, Department of Banking and Supervision, Central Office, Reserve Bank of India, Mumbai, within thirty (30) days from the final result of the bidding process and declaration of the successful Bidder, a Performance Bank Guarantee from a scheduled commercial bank, payable on demand in terms of [Annexure C](#), for an amount equivalent to ten percent (10%) of the contract price for the due performance and fulfilment of the contract by the Bidder. Without prejudice to the other rights of the Purchaser under the Contract in the matter, the proceeds of the performance security shall be payable to RBI as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. RBI shall notify the Bidder in writing of the invocation of its right to receive such compensation, indicating the contractual obligation(s) for which the Bidder is in default. The Performance Bank Guarantee shall be valid till the end of the contract, denominated in INR and shall be by bank guarantee or another form acceptable to RBI. Non-submission of Performance Guarantee shall constitute sufficient grounds, among others, if any, for the annulment of the award of the tender.

8.8 Partnering with the Original Equipment Manufacturer (OEM)

It will be the sole responsibility of the Bidder to get the proposed technical solution vetted by the OEM as part of the response, if he is not the OEM; and submit a copy of the same to the Bank confirming their partnership regarding the implementation of the project. The Bidder should collaborate with the OEM at all stages of the Solution implementation to the satisfaction of the Bank. The Bidder needs to adhere to the project timelines at all costs irrespective of any constraint being faced by the OEM. The bidder will be responsible for any loss, damage, late-payment, penalty arising out of non-fulfilment of obligations by OEM.

8.9 Force Majeure

The Bidder or RBI shall not be responsible for delays or non-performance of any or all contractual obligations, caused by war, revolution, insurrection, civil commotion, riots, mobilizations, strikes, blockade, acts of God, plague or other epidemics, fire, flood, obstructions of navigation by ice of Port of dispatch, acts of government or public enemy or any other event beyond the control of either party, which directly, materially and adversely affect the performance of any or all such contractual obligations. If a Force Majeure situation arises, the Bidder shall promptly notify RBI in writing of such conditions and any change thereof. Unless otherwise directed by the Purchaser in writing, the Bidder



shall continue to perform his obligations under the contract as far as possible and shall seek all means for performance of all other obligations, not prevented by the Force Majeure event.

8.10 Confidentiality Undertaking and Non-Disclosure Agreement

The Bidder shall treat all documents, information, data and communication of and with Purchaser as privileged and confidential and shall be bound by the terms and conditions of the Non-Disclosure Agreement. The Bidder shall sign and execute this Non-Disclosure Agreement before the execution of this Contract. The Bidder shall submit the confidentiality undertaking given under section in [Annexure J](#).

8.11 Integrity Pact

Once the bid is accepted and the vendor is selected for the project, the vendor will be required to sign an Integrity pact with RBI. The Bidder shall submit the confidentiality undertaking as in [Annexure G](#).

8.12 Other Terms and Conditions

Reserve Bank of India reserves the right to:

1. Reject any and all responses received in response to the RFP without assigning any reason whatsoever
2. Cancel the RFP/Bid at any stage, without assigning any reason whatsoever
3. Waive or Change any formalities, irregularities or inconsistencies in this proposal (format and delivery). Such a change/waiver would be duly and publicly notified on RBI's website before the closure of the bid date.
4. Extend the time for submission of all proposals and such an extension would be duly and publicly notified on RBI's website.
5. Select the next eligible Bidder (L2) if the first successful Bidder (L1) evaluated for selection fails to result in an agreement within a specified time frame.
6. Share the information/ clarifications provided in response to any queries made by any Bidder, with all other Bidder(s) /others on RBI's website, in the same form as clarified to the Bidder raising the query.
7. The proposed team members should possess the knowledge and necessary experience and should be deployed in the relevant phases as per the requirements of the AAS Project.
8. The key persons identified for the project should carry out the development from the Bidder's premises, the Bank will only provide a test server during the testing



phase. However, if required, testing maybe carried out by RBI personnel at the Bidder's development centre during the project implementation phase.

9. Any clarifications shared as per the date and time mentioned in the RFP time line will be clarified in the same. All clarification requests have to be informed to the email address mentioned above. If the Bank in its absolute discretion deems that the originator of the clarification will gain any advantage by a response to a question, then Bank reserves the right to communicate such query and respond to all respondents of the RFP. The successful Bidder cannot participate/ bid for providing any other services/ products under the project unless specifically approved by the Bank.
10. Professionalism: The Bidder should provide professional, objective and impartial advice at all times and hold the Bank's interests paramount and should observe the highest standard of ethics while executing the assignment.
11. Adherence to Standards: The Bidder should adhere to laws of land and 'rules, regulations and guidelines' prescribed by various regulatory, statutory and Government authorities.
12. No legal binding relationship: It may be noted that no binding legal relationship will exist between any of the Respondents of this RFP and the Bank, until execution of a contractual agreement.
13. The Bank reserves the right to conduct an audit/ongoing audit of the services provided by the successful Bidder.
14. The Bank reserves the right to ascertain information from any of the Institutions which the Bidders have rendered their services to for execution of similar projects.
15. The Bank shall disqualify any Bidder, who is involved in any form of lobbying/ influencing/ canvassing etc., in the evaluation / selection process.

8.13 Expenses incurred by successful Bidder on the project

1. Expenses: It may be noted that the project office from where the project shall be managed and implemented shall be established in RBI premises and the Datacentres. The Bank will not pay any amount /expenses /charges /fees /travelling expense /boarding expenses /lodging expenses /conveyance expenses /out of pocket expenses other than the "Agreed Professional Fee".
2. However, travelling, boarding and lodging expenses, if any, for site visits (not including travel to the Datacentres) for project related work will be discussed with the Bank as to the need, duration, number of personnel involved, mode of transport and will have to be cleared by the Bank in advance in writing. Settlement of bills in such cases will be at rates applicable to Grade B officers of the Bank against production of tickets and bills. The above is not applicable for any costs incurred



related to deployment, installation, commissioning of hardware & software for data centres or any training related costs across the Bank.

8.14 Evaluation and Comparison of Bids

Only bids from Bidders meeting the defined requirements and submitting complete and responsive bids will be processed to the stage of being fully evaluated and compared. The evaluation criteria shall be based on the requirements, stated in this document.

8.15 Notification of Awards

The acceptance of a bid, subject to contract, will be communicated in writing at the address supplied by the Bidder in the bid response. Any change of address of the Bidder, should therefore be promptly notified to:

The Chief General Manager –in –Charge,
Reserve Bank of India, Department of Banking and Supervision, Central Office
World Trade Centre-1, 3rd Floor, Cuffe Parade,
Mumbai 400 005

8.16 Authorised Signatory for signing the contract

The selected Bidder shall indicate the authorised signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The authorised signatory should give a declaration and through authenticated documentary evidence establish that he/she is empowered to sign the bid documents and bind the Bidder. The Bidder shall furnish proof of signature identification for above purposes as required by the Bank.

8.17 Signing of Contract

The Bidder shall be required to enter into a contract with Reserve Bank of India, within 30 days of the award of the bid or within such extended period mutually agreed by both parties.



8.18 Vicarious Liability

The Bidder shall be the principal employer of the employees engaged by the Bidder and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment shall accrue or arise, by virtue of engagement of employees by the Bidder, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees of the Bidder shall be paid by the Bidder alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Bidder's employees. The Bidder shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of Bidder's employees.

8.19 Non Payment of Professional Fees

If any of the items/activities as mentioned in the price bid and as mentioned in Commercial Bid are not taken up by the Bank during the course of this assignment, the Bank will not pay the professional fees quoted by the Bidder in the Price Bid against such activity/item.

8.20 Assignment

Neither the contract nor any rights granted under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the Bidder, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the Bank.

8.21 Non-Solicitation

The Bidder, during the term of the contract and for a period of two years thereafter shall not without the express written consent of the Bank, directly or indirectly:

1. Recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services under the contract; or
2. Induce any person who is / have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.



8.22 No Employer-Employee Relationship

1. The Bidder or any of its holding/subsidiary/joint-venture/ affiliate / group / client companies or any of their employees / officers / staff / personnel / representatives / agents shall not, under any circumstances, / be deemed to have any employer-employee relationship with the Bank or any of its employees /officers / staff / representatives / personnel / agents.
2. A self-declaration is required from the Bidder as part of the technical bid.

8.23 Subcontracting

The Bidder shall not subcontract or permit anyone other than its personnel and the parties enlisted in the response to perform any of the work, service or other performance required of the Bidder under the contract without the prior written consent of the Bank.

8.24 Design Ownership

The ownership of the design for the AAS specific to the Bank and all related application suites interface designs, customisations design etc., and related Intellectual Property Right (IPR) will lie with the Bank only. All Bidders will need to adhere to this.

8.25 Other Terms

1. The RFP will be released along with necessary documents through e-tendering mode on the MSTC portal <https://www.mstcecommerce.com/eprochome/rbi/>. Bidder needs to register themselves on the MSTC website (<https://www.mstcecommerce.com/eprochome/rbi/>) Vendor registration manual is present on MSTC website. Bidder needs to have a Digital Certificate with signing and encryption rights. Bidders may direct their registration queries to MSTC only. Post successful registration, Bidder can access the RFP document and related annexures. Bidder can upload their respective technical and commercial bids on the above mentioned MSTC portal. It is to be noted that Bidders will be able to view and access their own bids only.
2. Reserve Bank of India reserves the right to reject any and all responses received in response to the RFP without assigning any reason whatsoever.
3. Bank may at its discretion abandon the process of the selection of Bidder any time before notification of award without assigning any reason whatsoever.
4. The bids will be opened in the presence of authorised representatives of the Bidders. However, the representative of the Bidder has to produce an authorisation letter from the Bidder to represent them at the time of opening of Technical/Commercial bids. Only maximum of two representatives will be allowed to represent any Bidder. In case the Bidder's representative is not present at the time of opening of bids, the quotations/bids will still be



opened at the scheduled time at the sole discretion of RBI.

5. Reserve Bank of India reserves the right to select the next most responsive Bidder if the first most responsive Bidder evaluated for selection fail to result in an agreement within a specified time frame.
6. During the assignment, the substitution of key staff such as Project Manager, Team Leader etc. identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the Bidder can do so only with the concurrence of RBI by providing other staff of same level of qualifications and expertise. If RBI is not satisfied with the substitution, RBI reserves the right to terminate the contract and recover whatever payments made by RBI to the Bidder during the course of this assignment besides claiming an amount, equal to the contract value as liquidated damages. However, RBI reserves the right to insist the Bidder to replace any team member with another (with the qualifications and expertise as required by RBI) during the course of assignment.
7. The Bidders, who involve in any form of lobbying/ influencing/ canvassing etc., in selection process will be disqualified.
8. The selected Bidder shall indicate the authorised signatories who can discuss and correspond with RBI, with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with RBI. The Bidder shall furnish proof of signature identification for above purposes as required by RBI.
9. The Bidder shall be required to enter into a contract with Reserve Bank of India, within 30 days of the award of the bid or within such extended period mutually agreed by both parties.
10. Neither the contract nor any rights granted under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the Bidder, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of RBI.
11. The Bidder, during the term of the contract and for a period of two years thereafter shall not without the express written consent of RBI, directly or indirectly recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by RBI in rendering services under the contract; or Induce any person who shall have been an employee or associate of RBI at any time to terminate his/ her relationship with RBI.
12. The Bidder or any of its holding/subsidiary/joint-venture/ affiliate / group / client companies or any of their employees / officers / staff / personnel / representatives/ agents shall not, under any circumstances, be deemed to have any employer-employee relationship with RBI or any of its employees/officers/ staff/representatives/ personnel/agents.



8.26 Proposal Response

Only one Submission of response to RFP by each Bidder / respondent will be permitted.

The bid should contain no interlineations, erasures or over-writings except as necessary to correct errors made by the Bidder. In such cases, the person/s signing the bid should initial such corrections

The Bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in ejection of the bid.

The bid should be signed by the Bidder or any person duly authorised to bind the Bidder to the contract. The signatory should give a declaration and through authenticated documentary evidence establish that he/she is empowered to sign the tender documents and bind the Bidder. All pages of the tender documents except brochures, if any, are to be properly numbered, stamped and signed by the authorised signatory. The technical proposal should be bound in such a way that the sections of the proposal could be removed and separated easily.

At no point should Bidder use the name of RBI without prior written permission to advertise itself.

If the responses contain any extraneous conditions put in by the respondents, such responses will be disqualified and will not be considered for the selection process.

All responses including commercial and technical bids would be deemed to be irrevocable offers/proposals from the Bidder and may, if accepted by RBI, form part of the final contract between RBI and the selected Bidder.

8.27 Disclaimer

RBI and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any Bidder/ person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of Bank and/or any of its officers, employees.



9 List of Abbreviations

Sr No	Short Form	Names
1	AAS	Audit Allocation system
2	ACA	Associated Chartered Accountant
3	ARS	Audit regulation section
4	C&AG	Comptroller and Auditor General of India
5	CA	Chartered Accountant
6	CISA	Certified Information Systems Auditor
7	DBS	Department of Banking Supervision
8	DOC	Department of Communication
9	DSIM	Department of statistics and information management
10	FCA	Fellow Chartered Accounts
11	FRN	Firm Registration number
12	ICAI	The Institute of Chartered Accountants of India
13	ISA	Information Systems Audit
14	PSB	Public sector bank
15	RBI	Reserve Bank of India
16	SBA	Statutory Branch Auditors
17	SCA	Statutory Central Auditors
18	UCN	Unique Code Number



10 Annexures

10.1 Annexure A: Submission Checklist

Submission Checklist for Technical Bid

The Bidder has to ensure that the following have been submitted as a part of the RFP submission process.

Failure to provide any of the documents as detailed below could lead to the disqualification of the Bidder from the bid.

The following documents/items need to be submitted:

Items	Submitted (Bidder)	Verified (RBI)
Proposal Submission Covering Letter	<input type="checkbox"/>	<input type="checkbox"/>
Functional Solutions	<input type="checkbox"/>	<input type="checkbox"/>
Technical Solutions	<input type="checkbox"/>	<input type="checkbox"/>
Earnest Money Deposit	<input type="checkbox"/>	<input type="checkbox"/>
Technical Bid Form	<input type="checkbox"/>	<input type="checkbox"/>
Power of Attorney/ Board Resolution authorizing Bidder's employee to become the authorised signatory	<input type="checkbox"/>	<input type="checkbox"/>
Confirmation to Deliver	<input type="checkbox"/>	<input type="checkbox"/>
Confirmation of Terms and Conditions	<input type="checkbox"/>	<input type="checkbox"/>
Integrity Pact	<input type="checkbox"/>	<input type="checkbox"/>
Statement of Deviation from RFP	<input type="checkbox"/>	<input type="checkbox"/>
Bidder Undertaking	<input type="checkbox"/>	<input type="checkbox"/>
Confidentiality and Non-Disclosure Agreement Undertaking	<input type="checkbox"/>	<input type="checkbox"/>
Self-Declaration for Relatives in RBI	<input type="checkbox"/>	<input type="checkbox"/>



Self-Declaration to comply with Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013	<input type="checkbox"/>	<input type="checkbox"/>
Undertaking Accepting Escrow Agreement	<input type="checkbox"/>	<input type="checkbox"/>
Pre-Qualification Criteria	<input type="checkbox"/>	<input type="checkbox"/>
Work Plan	<input type="checkbox"/>	<input type="checkbox"/>
Proposed Team Profile	<input type="checkbox"/>	<input type="checkbox"/>
Experience Details	<input type="checkbox"/>	<input type="checkbox"/>

Submission Checklist for Commercial Bid

The following documents need to be provided by the Bidder for the Commercial Bid in a separately sealed cover.

Commercial Bid Documents	Submitted (Bidder)	Verified (Bank)
Commercial Bid	<input type="checkbox"/>	<input type="checkbox"/>
Compliance Certificate Commercial Bid	<input type="checkbox"/>	<input type="checkbox"/>



10.2 Annexure B: Proposal Submission Covering Letter

[Insert: Location, Date]

To: [insert: Name and Address of RBI contact]

Madam/Dear Sir:

We, the undersigned, hereby offer to provide professional services for *[insert: Title of services]* in accordance with your Request for Proposal dated *[insert: Date]* and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal

We hereby declare that all the information and statements made in this Proposal are true and we accept that any misinterpretation contained in it may lead to our disqualification. We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and the stated Terms and Conditions.

We agree to abide by this Proposal for *[insert: Proposal Validity]*.

We undertake, if our Proposal is accepted, to start the services not later than *[insert: Number of days]* days from the Contract signature date.

We fully understand and recognize that RBI is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that RBI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorised Signature [In full and initials]:

Name and Title of Signatory:

Name of Company:

Contact Details:

[Please mark this letter with your company seal]



10.3 Annexure C: Performance Bank Guarantee

Strictly Private and Confidential

The Chief General Manager-In-Charge
Reserve Bank of India
Department of Banking and Supervision, Central Office
3rd floor, World Trade Centre-1, Cuffe Parade,
Mumbai – 400 005, Maharashtra, India

Dear Sirs,

PERFORMANCE BANK GUARANTEE – Services for the Implementation and Maintenance of Online Portal for Auditor Allocation for the Reserve Bank of India, Mumbai

WHEREAS

_____, a company registered under the Companies Act / a firm, having its registered office at _____, (hereinafter referred to as “our constituent”) entered into an Agreement dated (Hereinafter, referred to as “the said Agreement”) with you (Reserve Bank of India) for end to end implementation and maintenance services, as detailed in the scope given in the RFP document, for the Implementation of Online Portal for Auditor Allocation for the Reserve Bank of India, as detailed in the said Agreement.

We are aware of the fact that in terms of sub-para (...), Section (...), Chapter (...) of the said Agreement, our constituent is required to furnish a Bank Guarantee for an amount Rs..... (In words and figures), being 10% of the Contract Price of Rs. (in words and figures), as per the said Agreement, as security against breach/default of the said Agreement by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Agreement with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

- i. In the event of our constituent committing any breach/default of the said Agreement, which breach/default has not been rectified within a period of thirty (30) days after receipt of written notice from you, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of Rs..... (In words and figures) without any demur.
- ii. Notwithstanding anything to the contrary, as contained in the said Agreement, we agree that your decision as to whether our constituent has made any such default/s / breach/es, as afore-



said and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Agreement, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

- iii. This Performance Bank Guarantee shall continue and hold good till the completion of the contract period for the AAS Project i.e. (date), subject to the terms and conditions in the said Agreement.
- iv. We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Agreement until the completion of the contract period for the Total Solution as per said Agreement.
- v. We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we have an obligation to honour the same without demur.
- vi. In order to give full effect to the guarantee contained herein, we (name and address of the bank), agree that you shall be entitled to act as if we were your principal debtors in respect of your claims against our constituent. We hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of this Performance Bank Guarantee.
- vii. We confirm that this Performance Bank Guarantee will cover your claim/s against our constituent made in accordance with this Guarantee from time to time, arising out of or in relation to the said Agreement and in respect of which your claim is lodged with us on or before the date of expiry of this Performance Guarantee, irrespective of your entitlement to other claims, charges, rights and reliefs, as provided in the said Agreement.
- viii. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been served on us after the expiry of 48 hours from when the same has been posted.
- ix. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you (Reserve Bank of India).
- x. This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you.
- xi. Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to Rs..... (in words and figures) and shall continue to exist, subject to



the terms and conditions contained herein, unless a written claim is lodged on us after the afore-said date of expiry of this guarantee.

xii. We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in his/their favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Agreement, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

- Our liability under this Performance Bank Guarantee shall not exceed Rs. (in words and figure);
- This Performance Bank Guarantee shall be valid only up to (date, i.e., till the end of the Contract); and
- We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before (Date i.e. till the end of the Contract).
- This Performance Bank Guarantee must be returned to the bank upon its expiry. If the Performance Bank Guarantee is not received by the bank within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

Dated this Day 2018.

Yours faithfully,

For and on behalf of the Bank,

(Signature)

Designation

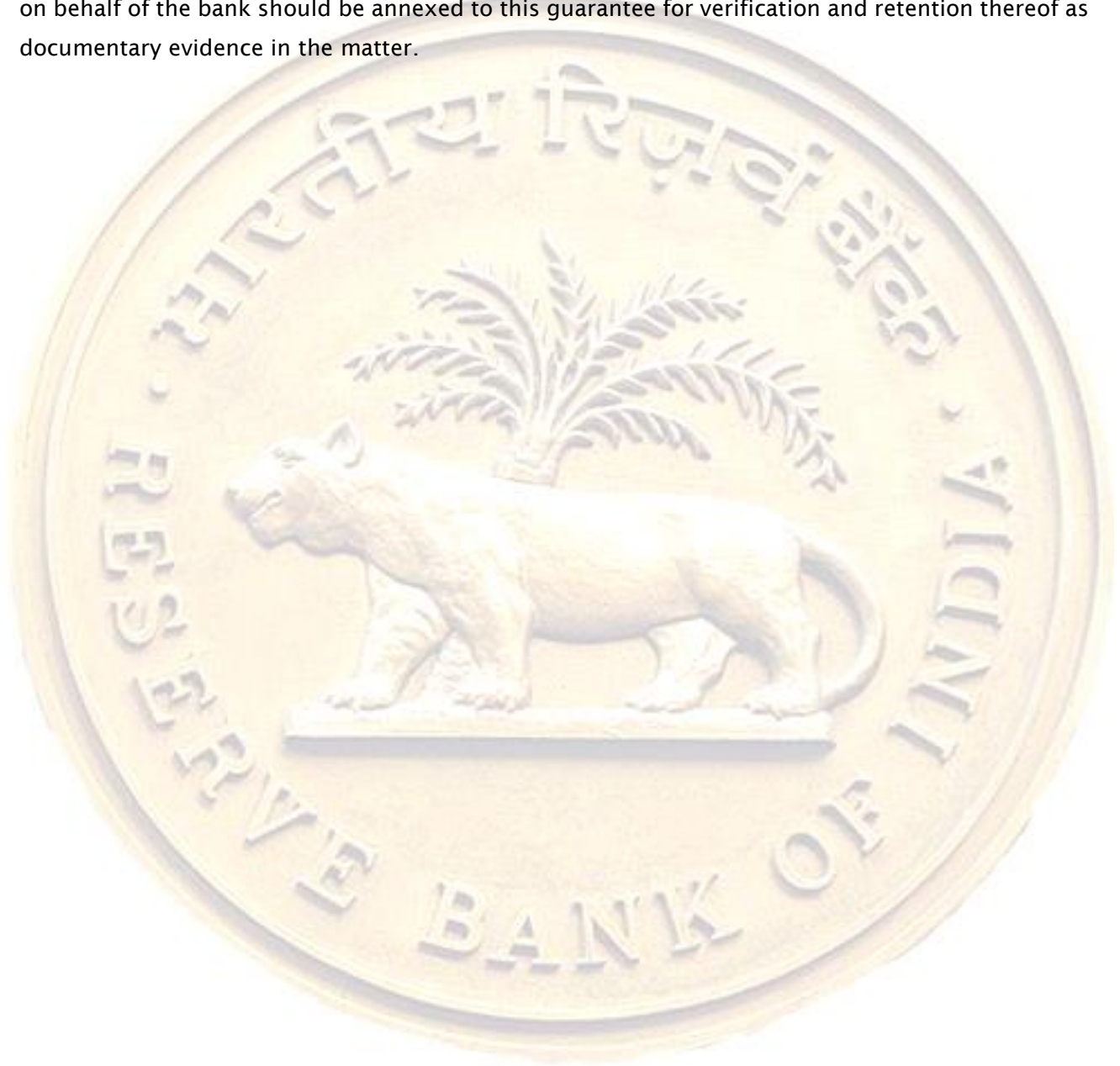


(Address of the Bank)

Note:

- This guarantee will attract stamp duty as a security bond under Article 54(b) of the Mumbai Stamp Act, 1958.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.





10.4 Annexure D: Technical Bid Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: [insert date (as day, month and year) of Proposal Submission]

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. Bidder's Country of Registration: <i>[insert Country of registration]</i>
3. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
4. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
5. Bidder's Authorised Representative Information Name: <i>[insert Authorised Representative's name]</i> Address: <i>[insert Authorised Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorised Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorised Representative's email address]</i>
6. Attached are certified copies of original documents of firm/ company named in 1: <ul style="list-style-type: none">○ Document evidencing the person(s) duly authorised to commit the Bidder or a Power of Attorney○ Certificate from Chartered Accountant evidencing positive Net Worth of the Bidder.○ Certificate of Registration of the business.

Detailed proposals on various aspects of Technical Bid



10.5 Annexure E: Confirmation to Deliver

(On letterhead of the Bidder)

To,

Chief General Manager – in- Charge
Reserve Bank of India
Department of Banking and Supervision, Central Office
3rd Floor, World Trade Centre-1, Cuffe Parade,
Mumbai – 400 005, Maharashtra, India

Dear Sir,

Re: Bid dated MMMM, DD, YYYY TECHNICAL BID for the Implementation of AAS Application at the Reserve Bank of India

1 Having examined the Bid Documents including Annexes, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, deliver, implement and commission ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your Bank in conformity with the said Bid Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Bid.

2 If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Bid Document.

We attach hereto the Bid Response as required by the Bid document, which constitutes my/our bid.

We undertake, if our Bid is accepted, to adhere to the implementation plan put forward in our Bid Response or such adjusted plan as may subsequently be mutually agreed between us and the Reserve Bank of India or its appointed representatives.

If our Bid Response is accepted, we will obtain a performance bank guarantee in the format given in the Bid Document issued by a scheduled commercial bank in India for a sum equivalent to 10% of the contract sum for the due performance of the contract.

3 We agree to abide by this Bid Offer for 180 days from the last day of bid submission and our Offer shall remain binding on us and may be accepted by RBI any time before expiry of the offer.

4 We agree to abide by this Bid Offer for 180 days from the last day of bid submission and our Offer shall remain binding on us and may be accepted by RBI any time before expiry of the offer.

5 This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We agree that you are not bound to accept the lowest or any Bid Response you may receive. We



also agree that you reserve the right in absolute sense to reject all or any of the goods /products specified in the Bid Response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company /firm/organization and empowered to sign this document as well as such other documents which may be required in this connection.

- 6 We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
- 6 We certify that we have provided all the information requested by RBI in the format requested for. We also understand that RBI has the exclusive right to reject this offer in case RBI is of the opinion that the required information is not provided or is provided in a different format.

Dated this Day of2018

.....
(Signature) (In the capacity of)

Duly authorised to sign the Bid Response for and on behalf of:

.....
(Name and address of Bidding Company)

Seal/Stamp of Bidder

Witness name:

.....
Witness address:

.....
Witness signature:



10.6 Annexure F: Confirmation of Terms and Conditions

(On letterhead of the Bidder)

To
Chief General Manager – in- Charge
Reserve Bank of India
Department of Banking and Supervision, Central Office
3rd floor, World Trade Centre-1, Cuffe Parade,
Mumbai – 400 005, Maharashtra, India

Dear Sir,

Sub: Request for Proposal for Implementation of AAS Application at Reserve Bank of India

Further to our proposal dated _____, in response to the Request for Proposal for Implementation of AAS Application (hereinafter referred to as “RFP”) issued by Reserve Bank of India (“RBI”) we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums, other documents and if required including the changes made to the original bid documents issued by RBI, provided that the only list of deviations has been furnished by us in the relevant Annex. These deviations are expressly accepted by RBI and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document. RBI is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and RBI’s decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorised Signatory

Designation

Bidder’s corporate name



10.7 Annexure G: Integrity Pact

INTEGRITY PACT

(On letterhead of the Bidder)

General

This Agreement (hereinafter called the **Integrity Pact**) is made on this Day ofMonth, 20...., between, Reserve Bank of India, established on April 1, 1935 in accordance with the provisions of the Reserve Bank of India Act, 1934 having its Head Office at Mumbai 400001 (hereinafter called the "**BUYER**", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part andrepresented by Mr. / Ms., Chief Executive Officer / Authorised Representative (hereinafter called the "**BIDDER / Seller**" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to purchase services and goods for implementation and maintenance of AAS Application and the BIDDER is willing to offer / has offered the said services. The BUYER needs to adhere with all relevant laws of land, rules, regulations, economic use of resources and of fairness in its relations with the Bidder. In order to achieve these goals, the Buyer may appoint an Independent External Monitor (IEM), who will monitor the bidding process and the execution of the contract for compliance with the principles mentioned above. Shri Jayant Kumar Banthia, IAS (Retd.) has been appointed as an Independent External Monitor (IEM) for this RFP.

WHEREAS the BIDDER is a Company / Partnership / LLP / LLC, constituted under the..... (the relevant law) in the matter and the BUYER is the Central Bank of the country .

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

- a) Enabling the BUYER to obtain the desired services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption and;
- b) Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in



order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any other person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract
- 1.2 The BUYER will treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS
- 1.3 All the officials of the BUYER will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach
- 1.4 In case any misconduct on the part of official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

2. Commitments of the Independent External Monitor (IEM)

- 2.1 **The Buyer may appoint a competent and credible Independent External Monitor for this Pact. Shri Jayant Kumar Banthia, IAS (Retd.) has been appointed as an Independent External Monitor (IEM) in RBI.** The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
 - The Bidders accept that the Monitor has the right to access without restriction all



project documentation of the Buyer including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-Bidders (if any). The Monitor is under contractual obligation to treat the information and documents of the Bidders / Sub-Bidders with confidentiality.

- The Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have impact on the contractual relations between the Buyer and the Bidder. The parties offer to the monitor the option to participate in such meetings.
- As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Buyer and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- The Monitor will submit a written report to the CGM (Department of Banking Supervision) within 8 to 10 weeks from the date of reference or intimation to him by the Buyer and, should the occasion arise, submit proposals for correcting problematic situations.
- If the Monitor has reported to the CGM (Department of Banking Supervision), a substantiated suspicion of an offence under relevant IPC/PC Act, and the CGM (Department of Banking Supervision) has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

3. Commitments of BIDDERS

3.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

- The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.



- The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract.
- BIDDER shall disclose the name and address of Agents and Representatives and Indian BIDDEs shall disclose their foreign Principals or Associates.
- BIDDER shall disclose the payments to be made by them to Agents / Brokers or any other intermediary, in connection with this bid / contract.
- The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / service provider / system integrator and has not engaged any individual or firm or company whether Indian or Foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- The BIDDER, either while presenting the bid or during negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, Agents, Brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.



- The BIDDER commits to refrain from complaining directly or through any other manner without supporting it with full and verifiable facts.
- The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be closed by the BIDDER at the time of filing of bid. The term 'relative' for this purpose would be as defined under the Companies Act, 2013.
- The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the bid process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the bid process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money

- 5.1 While submitting Technical Proposal and Commercial Bid, the BIDDER shall deposit an amount equal to INR 2, 00, 000 in accordance with the RFP.
- 5.2 The Earnest Money shall be valid up to the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period.
- 5.3 In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Bank Guarantee in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bank Guarantee in case of a decision by the BUYER to forfeit the same without assigning any reason



for imposing sanction for violation of this Pact.

- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money for the period of its currency.

6. Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -

- To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- Performance Bank Guarantee (after the contract is signed) shall stand forfeited or invoked, as the case may be, either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.
- To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- To recover all sums already paid by the BUYER with interest thereon at 1% higher than the prevailing Base Rate of a Scheduled Commercial Bank, while in case of a BIDDER from a country other than India with interest thereon at 1% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other services, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- To encash the Performance Bank Guarantee / Warranty Bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- To debar the BIDDER from participating in future bidding processes of the Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- To recover with interest all sums paid in violation of this Pact by BIDDER(s) to any middleman or Agent or Broker with a view to securing the contract.
- In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.



6.2 The BUYER will be entitled to take all or any of the actions mentioned in Section 6.1 of this Pact on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final, conclusive and binding on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. **Fall Clause**

The BIDDER undertakes that it has not supplied / is not supplying similar product / services or sub-services during last one year from the date of issuance of this RFP, at a price lower than that offered in the present bid to any other entity. If it is found at any stage that similar product / services or sub-services was supplied by the BIDDER to any other entity at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. **Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. **Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is Mumbai.

10. **Other Legal Actions**

The actions stipulated in this **INTEGRITY PACT** are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11. **Validity**

The validity of this **INTEGRITY PACT** shall be from date of its signing and extend up to 7 years or 10 calendar months post last payment to the successful Bidder as part of the overall contract whichever is later.

Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.



12. The parties hereby sign this Integrity Pact at on

Reserve Bank of India

BIDDER

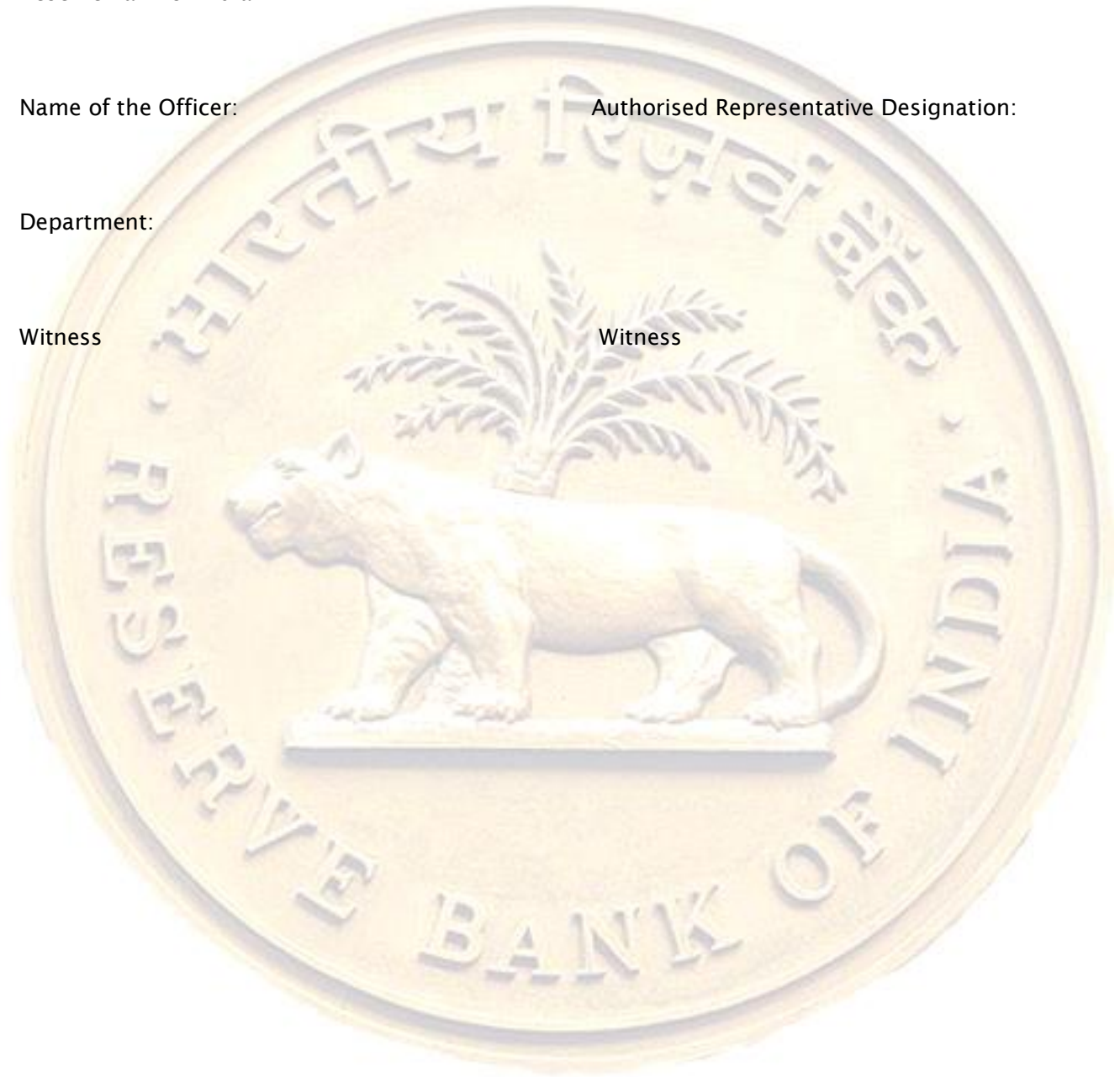
Name of the Officer:

Authorised Representative Designation:

Department:

Witness

Witness





10.8 Annexure H: Statement of Deviation from RFP

(On the letterhead of Bidder)

We certify that except for the following deviations, we agree to abide by all other clauses, terms, conditions and specifications mentioned in the RFP.

Main RFP / Annexure No.	Clause / Sub Clause No.	Deviation	Specific Page no. of the Response

Place:

Date:

Signature of Authorised signatory with seal to sign the Bid for and on behalf of



10.9 Annexure I: Bidder Undertaking

(On letterhead of the Bidder)

Date:

From:

To

The Chief General Manager – in- Charge
Reserve Bank of India
Department of Banking and Supervision, Central Office,
3rd floor, World Trade Centre-1, Cuffe Parade,
Mumbai – 400 005, Maharashtra, India

Dear Sir,

We, the undersigned, as Bidder, having examined the complete RFP document (along with its annexes), do hereby offer to produce, deliver, install, support and maintain AAS Application in full conformity of your requirements as elaborated in above said RFP for the amounts mentioned by us in the Commercial Bid or such other sums as may be agreed to between us.

We hereby agree to all the terms and conditions stipulated in the RFP except for the variations and deviations of requirements as mentioned by us in the Compliance Statement, submitted along with our Technical Proposal.

We agree to abide by our Offer for a period of **6 months** from the date of last day of Bid submission and it shall remain binding on us for acceptance at any time before the expiration of this period.

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

We undertake, if our Bid is accepted, to provide Performance Bank Guarantee as per the prescribed format within the timescales stipulated in the RFP.

We undertake as a part of this contract for successful operation of the AAS Application during the warranty and AMC period (if contracted).

Yours faithfully,

(Authorised Signatory)



In the capacity of _____

Duly authorised to sign the Bid for and on behalf of _____





10.10 Annexure J: Confidentiality and Non-Disclosure Agreement Undertaking

(Letterhead of the Bidder)

Strictly Private and Confidential

The Chief General Manager – in- Charge
Reserve Bank of India
Department of Banking and Supervision, Central Office
3rd floor, World Trade Centre-1, Cuffe Parade,
Mumbai – 400 005, Maharashtra, India

[Date]

[Salutation]

Confidentiality Undertaking

We acknowledge that during the course of bidding for Request for Proposal (RFP) floated for implementation of Auditor Allocation System across designated departments of Reserve Bank of India (RBI), we shall have access to and be entrusted with Confidential Information. In this letter, the phrase "Confidential Information" shall mean any information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise), whether oral or written, relating to RBI and its business that is provided to us at any time before, during or after the implementation of Auditor Allocation System.

In consideration of you making Confidential Information available to us, we agree to the terms set out below:

1. We shall treat all Confidential Information as strictly private and confidential and take all steps necessary (including but not limited to those required by this Agreement) to preserve such confidentiality.
2. We shall use the Confidential Information solely for the preparation of our response to the RFP and not for any other purpose.
3. We shall not disclose any Confidential Information to any other person other than as permitted by item 5 below.
4. We shall not disclose or divulge any of the Confidential Information to any other client of [name of product vendor / implementation partner].
5. This undertaking shall not prohibit disclosure of Confidential Information:
 - To our partners/ directors and employees who need to know such Confidential Information to assist with the bidding for RFP floated for implementation of AAS across



RBI, with your prior written consent;

- To the extent that such disclosure is required by law, in which case we undertake to duly notify you;
 - To the extent that such disclosure is required by any rule or requirement of any regulatory authority with which we are bound to comply, in which case we undertake to duly notify you; and
6. Upon your request we shall arrange delivery to you of all Confidential Information, and copies thereof, that is in documentary or other tangible form, except:
- For the purpose of a disclosure permitted by item 5 above, subject to your prior written consent; and
 - To the extent that we reasonably require to retain sufficient documentation that is necessary to support any advice, reports, or opinions that we may provide subject to your prior written consent.
7. This undertaking shall not apply to Confidential Information that:
- Is in the public domain at the time it is acquired by us;
 - Enters the public domain subsequent to our acquisition, otherwise than as a result of unauthorised disclosure by us; and
 - Is independently developed by us.
8. We warrant that we are acting as principal in this matter and not as agent or broker for any person;

Yours sincerely

Signature and Stamp of Company

[Authorised Signatory (same as signing the proposal) – Implementation Partner]

Name:

Position:

Date:

We have read this Agreement fully and confirm our agreement with its terms.



10.11 Annexure K: Self Declaration Relatives in RBI

(On letterhead of the Bidder)

We certify that below mentioned are the complete details of relatives of our employees working at RBI

Sr. No.	Relationship with the employee (Mother/Father/Sister/Brother/Etc.)	Name of Relative	Designation	Department



10.12 Annexure L: Self Declaration Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013

(On letterhead of the Bidder)

Strictly Private and Confidential

The Chief General Manager – in- Charge
Reserve Bank of India
Department of Banking and Supervision, Central Office
3rd floor, World Trade Centre-1, Cuffe Parade,
Mumbai – 400 005, Maharashtra, India

[Date]

[Salutation]

Sub: Request for Proposal for Implementation of AAS Application at Reserve Bank of India.

Further to our proposal dated....., in response to the Request for Proposal for Implementation of AAS Application (hereinafter referred to as “RFP”) issued by Reserve Bank of India (hereinafter referred to as “RBI”) we hereby covenant, warrant and confirm as follows:

1. Full compliance with the provisions of the “the sexual harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013”. In case of any complaint of sexual harassment against any of our employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Bidder and the Bidder shall ensure appropriate action under said Act in respect to the complaint.
2. Any complaint of sexual harassment from any aggrieved employee of the Bidder against employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
3. The Bidder shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the Bidder, for instance any monetary relief to Bank’s employee, if sexual violence by the employee of the Bidder is proved.
4. The Bidder shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
5. The Bidder shall provide a complete and updated list of its employees who are deployed within the Bank’s premises.

Yours faithfully,



Authorised Signatory

Designation

Bidder's corporate name





10.13 Annexure M: Undertaking Accepting Escrow Arrangement

Undertaking Accepting Escrow Agreement

Date: _____

To,

The Chief General Manager – in- Charge
Reserve Bank of India
Department of Banking and Supervision, Central Office
3rd floor, World Trade Centre-1, Cuffe Parade,
Mumbai – 400 005, Maharashtra, India

Dear Sir,

Subject: Escrow Agreement for Implementation of Online Portal for Auditor Allocation System to be implemented in the Reserve Bank of India

Having examined the Tender Document, we, the undersigned, accept the following:

- (a) Within 30 Business Days from the Acceptance Date, _____ (hereinafter referred to as _____) shall deposit the Software in human readable form and such other material, instructions and documentation (including updates and upgrades thereto and new versions thereof) as are necessary to compile or otherwise generate the then current version of the Software as supplied to the Bank (hereinafter referred to as “**Escrow Material**”) in escrow with a suitable escrow agent jointly appointed by the Parties (hereinafter referred to as “**Escrow Agent**”) under the terms of a tripartite escrow agreement to be executed between the Bank, _____ and Escrow Agent. The Parties hereby agree that all costs incurred in connection with the escrow shall be borne by the Bank, other than the travelling and other expense of _____.
Escrow Material shall further consist of all information in human readable form necessary to enable a reasonably skilled programmer or analyst to maintain and /or enhance the program(s) and that, without prejudice to the generality of the foregoing, the source shall contain all listing of code, programmer’s comments, logic manual and flowcharts.
- (b) The Escrow Material shall be released to the Bank for its own use or that of its Affiliates and become the property of the Bank in the event of:
 - i. Termination of this Agreement for material breach of the terms of this Agreement by _____ or in the event of the occurrence of an Insolvency Event of _____;
or



- ii. _____ ceasing, or giving notice of intention to cease to provide maintenance or technical support service for the Software as required under this Agreement or corresponding agreements for AMC and ATS.

The parties agree that they shall cause the Escrow Agent to release the Escrow Material within 10 Business Days of receipt of written demand from the Bank.

- (c) _____ shall cause the Escrow Material to be kept current with the most recent release of the Software for as long as the Bank contracts with _____ for Software maintenance, within 10 Business Days of the installation of the said release. The Escrow Material shall at all times include the last three versions of the Software utilized in the Project.
- (d) The Bank may require, with 30 Business Days written notice, that _____ demonstrates the correctness of the Escrow Material by actually compiling the contents thereof on a suitably configured system to be provided by the Bank, and _____ shall remedy any deficiencies noted through such an exercise within 10 Business Days.
- (e) Excepting where Escrow Material or part thereof, is released to the Bank in furtherance of Sub-Clause 10 (c) above, upon the expiry of this Agreement, the Escrow Material shall be released in favour of _____ and the Bank shall have no further claim thereto.

Dated this ____ Day of _____ 2018

.....

In the capacity of

Duly authorised to sign the Tender Response for and on behalf of:

Seal/Stamp of Tenderer

Witness name:

Witness address:

Witness signature:



10.14 Annexure N: Minimum Eligibility Criteria

(On Bidders Letterhead)

The Bidder may note that the below criteria is of critical importance and non-adherence of the Bidders proposed solution to any would lead to disqualification from further bidding process. For detailed information, please refer **Chapter 2 and 3** of the RFP.

Sr. NO	REQUIREMENTS	YES / NO	List of Documents Submitted
1	The Prime Bidder should be a Company registered under the Companies Act of India or LLP / firm registered under the respective Acts of India. The other entity should be a company registered under the Companies Act in India or equivalent		
2	The Bidder should have a positive net worth and profit (after tax and partner disbursements - applicable to partnership firms only) making company in each of the three (3) financial years, i.e. 2015- 16, 2016- 17 and 2017 - 18 (or Calendar year 2015, 2016 and 2017)		
3	Bidder should have completed at least 5 projects worth at least 2 Crore INR each for Indian clients in BFSI or Central Banking or Capital Markets in last 5 years		
4	The Bidder(s) (SI and OEM) should not be currently blacklisted by any financial regulator in India (Self declaration)		
5	The Bidder is agreeable and capable for providing support for a minimum of 7 years after receipt of successful completion certificate of the project		

Authorized Signature



10.15 Annexure O: Work Plan Format

Detailed Work Plan (Project Plan) and Personnel Schedule

Serial No	Task	Weeks							
		1	2	3	4	5	6	7

The above plan should be provided for the entire duration of the implementation and should include all the areas in the scope that is:

- 1 Implementation of AAS
- 2 Customization
- 3 Training
- 4 Roll-out and Implementation plan

The Bidder is expected to provide the details mentioned in the table below apart from the details project plan.

The details provided in this table should clearly match with the detailed project plan.

Sr No	Task	Calendar Months *
1		
2		
3		
4		

* The calendar months specified should indicate the actual calendar months taken to complete the task from issue of Purchase Order to the selected Bidder

NOTE:

The Bidder is expected to fill-up the above-mentioned table and not change any of the tasks mentioned above.



10.16 Annexure P: Proposed Team Profile

Sr No	Name of Proposed Project Manager/ Team leaders /Proposed Team members	Professional qualifications	Certifications / Accreditations	Banking Solutions expertise (Mention if he/she has worked in Banks earlier) In terms of years and areas of expertise	IT Expertise In terms of years and areas of expertise	Number of similar assignments involved In Public Sector Unit/ Public Sector Banks/ Large Government Department

Documentary proofs are to be enclosed to substantiate the claims made.

Place:

Date:

Seal and signature of the Bidder



10.17 Annexure Q: Experience Details

(On letterhead of the Bidder)

Part A

Experience of the Applicant of implementing an AAS like solution

Sr No	Sector	Name, Address and Contact details of the clients	Name /Description of the Product	Month and Year of the order	Period of Implementation		Period of Warranty / AMC	Remarks
					From	To		
1								
2								



10.18 Annexure R: Compliance Certificate Commercial Bid Form

Date:

To,

The Chief General Manager-In-Charge
Reserve Bank of India
Department of Banking and Supervision, Central Office
3rd floor, World Trade Centre-1, Cuffe Parade,
Mumbai – 400 005, Maharashtra, India

Dear Sir,

Subject: Tender dated _____ COMMERCIAL BID for the Implementation of Auditor Allocation System at the Reserve Bank of India

Having examined the Tender Document, we, the undersigned, offer to supply, deliver, implement and commission ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Tender Documents for a total bid price of: -----

Indian Rupees in words and figures.

We attach hereto the Tender Commercial Response as required by the Tender document, which constitutes our bid.

We undertake, if our Tender is accepted, to adhere to the implementation plan put forward in our Tender Response or such adjusted plan as may subsequently be mutually agreed between us and the Reserve Bank of India or its appointed representatives.

If our Tender Response is accepted, we will obtain a performance bank guarantee in the format given in the Tender Document, issued by a scheduled commercial bank in India, for a sum equivalent to 10% of the contract sum for the due performance of the contract.

We agree to abide by this Tender Response for a period of 180 days from the last day of bid submission and it shall remain binding upon us, until within this period a formal contract is prepared and executed, this Tender Response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and will initiate the formation of a separate contract in respect of maintenance and support services after expiry of the warranty period.

We agree that you are not bound to accept the lowest or any Tender Response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the goods/products specified in the Tender Response without assigning any reason whatsoever.



It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company /firm/organization and empowered to sign this document as well as such other documents which may be required in this connection.

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

Dated this ____ Day of _____ 2018

.....
In the capacity of

Duly authorised to sign the Tender Response for and on behalf of:

Seal/Stamp of Tenderer

Witness name:

Witness address:

Witness signature:



10.19 Annexure S: Commercial Bid Format

The Financial Proposal must provide a cost breakdown. Provide separate figures for each functional grouping or category. The format shown below is suggested for use as a guide in preparing the Financial Proposal.

(On letterhead of the Bidder)

Sr No	Details	Amount in INR	Applicable Taxes
1	Project Cost (A) Includes all cost related to the implementation of AAS excluding Hardware infrastructure cost		
	1. AAS Application Perpetual Software License Cost		
	2. Customisation, Development, Deployment and implementation Cost		
	3. Training Cost		
	4. Any other Software costs		
	5. Any other cost not included above		
	Sub Total (A)	-----	
2	Warranty & Application Maintenance Cost (B) 1. On-Site support in the first year during 3 years Warranty period. 2. Off-Site support in the 2nd and 3rd year during 3 years Warranty period. 3. Off-Site support during AMC period for 4 years post Warranty period.	(1) (2)x 2 (3)x 4	
	Sub Total (B)	-----	
3	Data Migration Cost(C)		



4	Total Cost of Ownership (TCO) (A + B+C)		
5	Taxes		
6	Grand Total (TCO + Taxes)		

{Charges for Change Management (Man-hour per day) _____
(Will be Applicable for all 7 years of the Contract. However for commercial bid evaluation purpose this will not be considered).}

Total Cost of Ownership in Figures & Words (inclusive of Taxes)

The fees payable by RBI to Bidder shall be inclusive of all costs such as insurance, taxes (GST, as per the rates applicable), custom duties, levies, cess, transportation, installation, (collectively referred to as "Taxes") that may be levied, imposed, charged or incurred and RBI shall pay the fees due under this RFP and subsequent agreement after deducting any tax deductible at source ("TDS"), as applicable. Any variation in Government levies/ GST/ VAT/ cess/ excise/ custom duty etc. which has been included as part of the price will be borne by the Bidder.

Authorised Signature



10.20 Annexure T: Bidders Queries Pro-forma

Contact Details	
Name of Organization submitting request (Enter Full Legal Entity name)	:
Full formal address of the organization	:
Tel	:
Fax	:
Email	:
Name & position of person submitting request	
Name	:
Position	:

Sr No	RFP Section Number	RFP Page Number	RFP Point Number	Query Description