



REQUEST FOR PROPOSAL

**SUPPLY, INSTALLATION, CUSTOMIZATION,
TRAINING & SUPPORT OF ANTI-MONEY
LAUNDERING (AML) & COMBATING THE
FINANCING OF TERRORISM (CFT) SOLUTION**

**OPERATIONS DEPARTMENT
HEAD OFFICE
NAINITAL**

The Nainital Bank Limited
20th April, 2021

RFP Reference No.- NTB/OPERATIONS/AML/2021/04/006

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1. Section I – Invitation to Bid

RFP No. NTB/OPERATIONS/AML/2021/04/006

The Nainital Bank Ltd.
Head Office,
Seven Oaks Building,
Mallital, Nainital, Uttarakhand - 263001

Dated: 20.04.2021

The Nainital Bank Ltd. invites bids (Technical & Financial) from eligible bidders which are valid for a period of 180 days from the last date of submission of bid date for "SUPPLY, INSTALLATION, CUSTOMIZATION, TRAINING & SUPPORT OF ANTI-MONEY LAUNDERING (AML) SOLUTION & COMBATING THE FINANCING OF TERRORISM (CFT) SOLUTION".

Scope of Work	SUPPLY, INSTALLATION, CUSTOMIZATION, TRAINING & SUPPORT OF ANTI-MONEY LAUNDERING (AML) & COMBATING THE FINANCING OF TERRORISM (CFT) SOLUTION	
Application Money	Rs. 25,000/- (Rupees Twenty Five Thousand Only)	Application money has to be deposited as DD/PO* at the time of submission of Bid.
EMD (Earnest Money Deposit) to be submitted	Rs. 5,00,000/- (Rupees Five Lakhs Only)	Earnest Money Deposit (EMD) submitted in the form of DD/PO* or Bank Guarantee which should be valid for a period of 6 months from last date for bid submission date. EMD to be deposited along with the bid.
Last date and time of submission of Bids		10/05/2021 (1600 Hrs)
Date and time of opening of Eligibility cum Technical Bids (envelope 1 and envelope 2)		Date and time of opening of envelope 1 & 2 will be shared later to the bidders (through the authorized e-mail ID shared by the bidders in Bidder Profile.

Interested parties may view and download the RFP Document containing the detailed terms & conditions, from the website <https://www.nainitalbank.co.in/english/tender.aspx>

*DD/PO and Bank Guarantee should be made in favour of The Nainital Bank Ltd. and DD/PO be made Payable at Haldwani.

RFP Coordinator – Arpit Gupta
Contact No – 05946-254430, 8057563535
e-mail – aml@nainitalbank.co.in

1.1. Document Control Sheet

Tender Reference No.	NTB/OPERATIONS/AML/2021/04/006
Name of Organization	THE NAINITAL BANK LIMITED
Tender Type (Open/Limited/EOI/Auction/Single)	OPEN
Tender Category (Services/Goods/works)	Services / Goods
Type/Form of Contract (Work/Supply/Auction/Service/Buy/ Empanelment/Sell)	Supply/Service/Buy
Technical Evaluation (Yes/No)	Yes
Is Multi Currency Allowed	No (Only INR)
Payment Mode (Online/Offline)	Offline
RFP Issuance Date	20/04/2021
RFP Coordinator	RFP Coordinator – Arpit Gupta Contact No – 05946-254430, 8057563535 e-mail – aml@nainitalbank.co.in
Last date of receiving written request for clarifications before the pre-bid meeting	16:00 hrs on 23/04/2021 -mail to aml@nainitalbank.co.in
Pre-bid meeting	<ul style="list-style-type: none"> Due to ongoing Covid-19 pandemic, pre bid meeting will be held through online mode on 26/04/2021 between 3:00PM and 5:00PM. Bidder to submit names of -2- authorized officials/persons (maximum) along with their contact numbers, designations and e-mail IDs on aml@nainitalbank.co.in by 23/04/2021 along with clarification sought (if any) in a prescribed format mentioned at point 3.8. Invitation link of the meeting will be sent by the Bank to email IDs (max 2) of authorized officials/persons of the bidder to join the Online Pre-bid Meeting as per the schedule mentioned above. In order to join the On-line Pre-bid meeting the Bidder's representatives will have to click the link provided through E-mail by the Bank.
Last date of submission of RFP response (Closing date) And address for submission of Bid	1600 Hrs. on 10/05/2021 at The Nainital Bank Ltd., 33, Second Floor, Punchkuian Road Above Lahore Furniture Mart New Delhi - 110001
Mode of Submission of Bid	The bidder shall deposit the Bid envelope in person in the tender box kept for this purpose at the above address on or before 16:00 hrs, on bid submission date mentioned herein this RFP document.
Date and time of opening of Eligibility	Date and time of opening of envelope 1 & 2 will

cum Technical Bids (envelope 1 and envelope 2)	be shared later on to the bidders (through the authorized e-mail ID shared by the bidders.)
Date of Technical Presentation	Date of technical presentation will be shared later on to the eligible bidders through authorized e-mail ID shared by the bidders.
Contract Type (Empanelment/Tender)	Tender
Multiple Technical Annexure(s)	Yes
Quoting for all Technical Annexures is compulsory	Yes
Application Money	Rs.25,000/- (Rupees Twenty Five Thousand Only)*
Bid Security (Earnest Money Deposit)	Rs.5,00,000/- (Rupees Five Lakh Only)*
Bid Validity days	180 days from the last date for submission of bid
Location for Submission of Bid	The Nainital Bank Ltd., 33, Second Floor, Punchkuian Road Above Lahore Furniture Mart New Delhi - 110001
Validity of Contract	Five years from the Go-Live data of proposed solution, extendable for further Two years solely at option of the Bank
Address for Communication	Mr. Rahul Pradhan Associate Vice President – Accounts & Operations Department The Nainital Bank Ltd. Head Office, Seven Oaks Building Mallital, Nainital, Uttarakhand - 263001

* MSEs (Micro and Small Enterprise (MSE) are exempted from paying the application money and Bid security amount for which the concerned enterprise needs to provide necessary documentary evidence. For MSEs Government of India provisions shall be considered while evaluating the tender. (Please refer Pt. 3.6 of this RFP document for detailing the MSE clause)

2. **DISCLAIMER**

Subject to any law to the contrary and to the maximum extent permitted by law, the Bank and its Directors, Officers, employees, contractors, representatives, agents and advisors disclaim all liability from any loss, claim, expenses (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursement incurred therein or incidental thereto) or damage, (whether foreseeable or not) (“losses”) suffered by any person acting on or refraining from acting because of any presumption or information (whether oral or written and whether expressed or implied), including forecasts, statements, estimate or projections contained in this RFP document or conduct ancillary to it whether or not the losses rise in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its Directors, officers, employees, contractors, representatives, agents, or advisors.

3. Section II: Instructions for Bid Submission

3.1. Executive summary of the project

The Nainital Bank Limited was established in the year 1922 with the objective to cater banking needs of the people of the region. Bank of Baroda, a premier nationalized bank, is managing the affairs of The Nainital Bank Limited since 1973. The Bank is having 160 branches as of 31/03/2021 in five states i.e. Uttarakhand, Uttar Pradesh, Delhi, Haryana and Rajasthan. Bank's Head Office is at Nainital, Uttarakhand and -3- Regional Offices are functioning at Delhi, Dehradun and Haldwani. The Bank is running with a vision which states: "To emerge as a customer centric National Bank & become the most preferred bank for its product, services, technology, efficiency & financials."

Scope of RFP in brief is mentioned below:

The objective of this RFP envisages an end-to-end comprehensive solution for AML & CFT which includes procurement of perpetual license & supply of software, installation, design, sizing, training, customization, configuration, implementation, maintenance and support of the software and other components required, along with, parameterization, historical data management, verifying data quality, migrating data, user acceptance testing, documentation, training, knowledge transfer and support (hereinafter referred to as "solution")

The broad scope of work for the AML & CFT solution is given in the 'Scope of work' section wherein the selected bidder has to provide the necessary system to enable implementation of Anti Money Laundering & CFT Solution, including all additional middleware as required by the offered solution, application software and all related components, complete interface with the Finacle 10.X CBS solution and other applications implementation and ongoing support services. This is an end to end project and all the items required for making the application operational should be

considered by the bidder, even if the same is not explicitly mentioned in this RFP document.

3.2. Preparation of Bids

Bidder should consider all corrigendum/s, (if any), published on the Bank's website related to the RFP Document before submitting their bids.

Please go through the tender advertisement and the RFP Document carefully to understand the documents required to be submitted as part of the bid. Please note the number of envelope in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3.3. Submission of Bids

The bidder shall seal the original DD/PO or Bank Guarantee as EMD and Application fees in form of DD/PO in an envelope which be marked as Envelope No. 1 along with other Pre-qualification documents. The Bidder shall mark its company/firm/LLP name and tender reference number on the back of the Bank Demand Draft before sealing the same. The address of The Nainital Bank Ltd., name and address of the bidder and the Tender Reference Number shall be marked on the envelope. The envelope shall also be marked with a Sentence "NOT TO BE OPENED BEFORE the Date and Time of Bid Opening". If the envelope is not marked as specified above, THE NAINITAL BANK LTD. will not assume any responsibility for its misplacement, pre-mature opening etc.

The bidder shall deposit the envelope in person in the tender box kept for this purpose at The Nainital Bank Ltd., 33, Second Floor, Punchkuian Road Above Lahore Furniture Mart New Delhi - 110001 on or before 16:00 hrs, on bid submission date mentioned herein this RFP document.

One paper copy and one electronic copy (Power Point or Microsoft Word and Excel contained in storage media) of all documents submitted under Technical Bid **(Envelope 2)** submissions must be supplied to Bank at The Nainital Bank Ltd. IT Department, Head Office, Seven Oaks Building, Mallital Nainital - 263001 and addressed to "**SUPPLY, INSTALLATION, CUSTOMIZATION, TRAINING & SUPPORT OF ANTI-MONEY LAUNDERING (AML) & COMBATING THE FINANCING OF TERRORISM (CFT) SOLUTION**"

Bidders are requested to note that they should necessarily submit their commercial bids in the format provided and no other format is acceptable. If the Bidder(s) adopts any other format, such bid(s) shall be rejected.

3.4. Assistance to Bidders

Any queries relating to the RFP Document and the terms and conditions contained therein should be addressed to the RFP Coordinator indicated in this RFP.

3.5. Cost to Bid

The Bidder shall bear all costs associated with the preparation and submission of its bid, including cost of presentation for the purposes of clarification of the bid or otherwise. The Bank, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

3.6. Micro and Small Enterprise (MSE)

As per recommendations of GOI, Bank has decided to waive off EMD and tender cost (application money) for Micro and Small Enterprise MSE.

1. MSEs are exempted from paying the application money and Bid security amount for which the concerned enterprise needs to provide necessary documentary evidence issued by NSIC. For MSEs Government of India provisions shall be considered while evaluating the tender. Bids received without EMD and tender cost (application money) from bidders not having valid NSIC registered documents for exemption will not be considered.
2. To qualify for EMD & Tender Fee / Cost (application fee) exemption, firms should necessarily enclose a valid copy of registration certificate which is valid on last date of submission of the tender documents. MSE firms who are in the process of obtaining registration will not be considered for EMD & Tender Fee / Cost exemption (application fee).
3. MSE bidder has to submit a self-declaration accepting that if they are awarded the contract and they fail to sign the contract or to submit a Performance Bank Guarantee before the deadline defined by the Bank, they will be suspended for a period of three years from being eligible to submit bids for contracts with the Bank.
4. Bids received without EMD for bidders not having valid registration documents for exemption will not be considered. However, Performance Bank Guarantee has

to be submitted by the bidder under any circumstance.

3.7. Contents of the RFP Document

The RFP Document is divided into following sections:

1. Section I - Invitation for Bids
2. Section II - Instructions for Bid submission
3. Section III - General Conditions of the Contract and Service Level Agreement
4. Section IV - Bid Submission Format
5. Section V - Scope of Work
6. Section VI - Financial bid format

The Bidder is expected to examine all instructions, forms, terms & conditions, and scope of work in the RFP Document and furnish all information as stipulated therein.

3.8. Clarification on RFP Document

A prospective Bidder requiring any clarification on the RFP Document may submit his queries, through email, at the Bank's e-mail address i.e. aml@nainitalbank.co.in and as per schedule indicated under **point no. 1.1 of Section I – Invitation for Bids**. The queries must be submitted in the following format (in Excel file,*.xls) shall only be considered for clarification:

Sr. No	Page No/ Section No.	Clause No.	Reference/ Subject	Clarification Sought
..

The Bank will only respond to queries submitted in the above excel format.

All queries on the RFP Document should be received on or before as prescribed by the Bank in Section I of this RFP Document. Bank's response (including the query but without identifying the source of inquiry) would be provided to the bidders present during the Pre-bid meeting and corrigendum (if any) would be uploaded on bank's website <https://www.nainitalbank.co.in/english/tender.aspx>. Bidders are responsible for duly checking the above website for any corrigendum and Bank's response.

Note: Inputs/suggestions/queries submitted by bidders as part of the pre-bid queries and otherwise will be given due consideration by the Bank, however THE NAINITAL BANK LTD. is not mandated to accept any submission made by the bidder and nor the

bidder will be given any written response to their submissions. If an input is considered valid by the bank the same will be accepted and incorporated as part of the corrigendum and shall be published on Bank's website.

3.9. Amendment of RFP Document

At any time prior to the last date for receipt of bids, the Bank, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by an amendment.

Any Amendments will be notified in writing on bank's website www.nainitalbank.co.in under Tender Option and will be binding on all bidders.

In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank may, at its discretion, extend the last date for the receipt of Bids. Any or all corrigendum/amendments notified by the Bank shall be treated integral part of this RFP

3.10. Language of Bids

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the Bank, shall be written in **English language**.

3.11. Documents Comprising the Bids

The bid prepared by the Bidder shall comprise of the following components:

1. Envelope 1 -Pre Qualification envelope

The Pre-qualification envelope, besides the other requirements of the Tender, shall comprise of the following: (The envelope should be marked as "Pre-Qualification")

- Bid Submission Cover Letter
- Bidder's Profile as per pt. 5.1
- Undertaking for No Deviation as per pt. 5.7
- Application Money in form of DD in original
- Original EMD (as mentioned in this RFP) the original Bank Guarantee for EMD must be submitted in a sealed envelope mentioning "EMD-NTB/OPERATIONS/AML/2021/04/006" by Bid submission end date as mentioned in Section 1 – Invitation of Bids.
- Compliance List of Documents
- Response to Eligibility criteria: Eligibility Criteria which should contain all

the supporting documents asked for eligibility criteria.

- Power of Attorney executed by the Bidder in favour of the Principal Officer or the duly Authorized Representative, certifying him as an authorized signatory for the purpose of this Tender.

2. Envelope 2 - Technical Bid envelope

The Technical Bid, besides the other requirements of the Tender, shall comprise of the following:(The envelope should be marked as “Technical bid”)

- Technical Bid Letter
- Methodology and Project Plan
- Bidder Solution
- Proposed hardware specification
- Supporting documents as required in technical score sheet
- Undertaking of Information Security as per pt. 5.4
- Undertaking by the bidder as per pt. 5.5
- All documents including Power point presentation, solution document, technical compliance in a storage media. Technical compliance and bill of material has to be submitted in excel format.

All documents should be signed and stamped by the authorized person.

3. Envelope 3 - Commercial Bid envelope

The Commercial Bid, besides the other requirements of the Tender, shall comprise of the following:(The envelope should be marked as “Commercial bid”)

- Commercial Bid Letter
- Commercial Bid as per format given in this RFP
- Undertaking for Price Validity & Acceptance of all terms and conditions of RFP as per pt. 5.6

A standard format for submission of commercial bids has been provided with the tender to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their commercial bids in the format provided and submission in any other format will lead to rejection of the bid

3.12. Bid Prices

The Bidder shall indicate in the proforma prescribed total Bid Prices of the solution, it proposes to provide under the Contract. Prices should be shown separately for each item as detailed in RFP Documents.

In the absence of above information as requested, a bid may be considered incomplete and be summarily rejected.

The Bidder shall prepare the bid based on details provided in the RFP Documents. **It must be clearly understood that the Scope of Work is intended to give the Bidder an idea about the order and magnitude of the work / solution required by the bank and is not in any way exhaustive and guaranteed by the Bank. The Bidder shall carry out all the tasks in accordance with the requirement of the RFP Documents and it shall be the responsibility of the Bidder to fully meet all the requirements of the RFP Documents.**

3.13. Firm Prices

Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. However, the Bank reserves the right to negotiate the prices quoted in the bid to effect downward modification. The Bid Prices shall be indicated in Indian Rupees (INR) only.

The Commercial bid should clearly indicate the price to be charged and Taxes will be applicable as per actuals. It is mandatory that such charges wherever applicable/payable should be indicated separately in **Section IV – Bid Submission Format**. However, should there be a change in the applicable taxes, the same may apply.

3.14. Bidder Qualification

The "Bidder" as used in the RFP Documents shall mean the one who has signed the Tender Form. The Bidder may be either the **Principal Officer** or his duly **Authorized Representative**, in either cases he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the representative and the principal.

It is further clarified that the individual signing the tender or other documents in connection with the tender must certify whether he/she signs as the Constituted attorney of the firm, or a company.

The authorization shall be indicated by **written power-of-attorney** accompanying the bid.

The power of attorney and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the bid.

Any change in the Principal Officer shall be intimated to THE NAINITAL BANK LTD. in advance.

3.15. Earnest Money Deposit (EMD)

The Bidder shall furnish, as part of its bid, an Earnest Money Deposit (EMD) of the amount Rs 5,00,000/- (Rupees Five Lakh Only) as a security.

The EMD is required to protect the Bank against the risk of Bidder's conduct which would warrant the security's forfeiture.

The EMD must be submitted, in form of DD/PO or Bank Guarantee valid for a period of -6- months from the last date of bid submission, of any Scheduled Commercial Bank favouring The Nainital Bank Ltd.

In case of bidders being an MSE under registration of any scheme of Ministry of MSE, they are exempted from the submission of EMD. A valid certificate in this regard issued by the NSIC has to be submitted along with the bid. (Please refer point no 3.6 for Micro and Small Enterprise clause for details)

Unsuccessful Bidder's EMD will be returned after award of contract to the successful Bidder. **No interest will be paid by the Bank on the EMD.**

The successful Bidder's EMD will be discharged upon the bidder executing the Contract, and furnishing the Bank Guarantee/security deposit. **No interest will be paid by the Bank on the EMD.**

The EMD may be forfeited:

- a. if a Bidder withdraws its bid during the period of bid validity specified in the RFP; or
- b. in the case of a successful Bidder, if the Bidder fails;
 - i. to sign the Contract in accordance; or
 - ii. to furnish Security Deposit/Bank Guarantee for contract performance

3.16. Security Deposit

• The successful bidder will be required to submit Security deposit in the form of Bank Guarantee, favoring The Nainital Bank Ltd. equal to the 10% of purchase order value.

- Validity: Valid for 60 months. The BG will be released after 60 months and/or extended period or execution of all pending Purchase Orders, whichever is later.
- In the event of termination, Bank may Invoke the Performance Bank Guarantee/Security Deposits, recover such other direct costs and other amounts towards direct damages from the Agency that may have resulted from such default and pursue such other rights and/or remedies that may be available to the Bank under law.

3.17. Period of Validity of Bids

Validity of bid will be 180 days from the last date of submission of bid. **Any bid of a shorter period may be rejected by the Bank as non- responsive.**

In exceptional circumstances, the Bank may request the Bidder(s) for an extension of the period of validity of bids upto 180 days more. The request and the responses thereto shall be made through e-mail. The validity of EMD may also be extended if required.

3.18. Format and Signing of Bid

The original and all copies of the bid shall be typed or written in indelible ink. **The original and all copies** shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Agreement/Contract. All pages of the bid, except for un-amended printed literature, shall be initialed and stamped by the person or persons signing the bid.

The response to the bid should be submitted along with legible, appropriately indexed, duly filled Information sheets and sufficient documentary evidence as per Checklist. Responses with illegible, incomplete information sheets or insufficient documentary evidence shall be rejected.

The Bidder shall duly sign and seal its bid with the exact name of the firm/company/LLP to whom the contract is to be issued.

3.19. Revelation of Prices

Prices in any form or by any reason before opening the Commercial Bid should not be revealed, failing which the offer shall be liable to be rejected.

3.20. Terms and Conditions of Bidders

Printed terms and conditions of the Bidders will not be considered as forming part of

their Bids. The terms and conditions mentioned the RFP will solely prevail.

3.21. Consortium

Consortium is not allowed.

3.22. Last Date for Receipt of Bids

Bids will be received by the Bank at the address specified under **Section I - Invitation for Bids** no later than the time and date specified in Section I - Invitation for Bids.

The Bank may, at its discretion, extend the last date for the receipt of bids by amending the RFP Document, in which case all rights and obligations of the Bank and Bidders previously subject to the last date will thereafter be subject to the last date as extended.

3.23. Late Bids

Any bid received by the Bank after the last date and time for receipt of bids prescribed by the Bank, pursuant to **Section I - Invitation for Bids**, shall stand rejected.

3.24. Modification and Withdrawal of Bids

No bid may be altered / modified subsequent to the closing time and date for receipt of bids. Unsolicited correspondences from Bidders will not be considered.

No bid may be withdrawn in the interval between the date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its EMD.

3.25. Bidder's Address for Correspondence

The Bidder shall designate the official mailing address, place to which all correspondence shall be sent by the Bank.

3.26. Contacting the Bank

No Bidder shall contact the Bank on any matter relating to its bid, from the time of the bid opening up to the time of award of contract.

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

3.27. Opening of Bids by Bank

The Bank will convene a bid opening session as per time schedule where one representative from the Bidder, who has successfully submitted the bid, may participate. Subsequent to this, Bank will further evaluate the Bid of only those agencies whose Application fees, EMD and eligibility criteria is found to be in order.

3.28. Evaluation of Bids

Bank will evaluate the bids. Decision of the Bank would be final and binding upon all the Bidders.

The purpose of these clauses is only to provide the Bidders an idea/overview of the evaluation process that the Bank may adopt. However, the Bank reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.

Bidder must possess the requisite experience, strength and capabilities in providing the solution necessary to meet the Bank's requirements, as described in the RFP Document. Bidder must possess the technical know-how and the commercial wherewithal that would be required to successfully deliver the project as part of the solution and also to provide the maintenance and management support services sought by the Bank, for the entire period of the agreement/contract. The Bidder's bid must be completed in all respect and covering the entire scope of work as stipulated in the RFP Document.

3.29. Preliminary Examination

The Bank will examine the bids to determine whether they are complete, whether the bid format conforms to the Tender requirements, whether any computational errors have been made, whether required EMD have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

A bid determined as not substantially responsive will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

3.30. Clarification

When deemed necessary, during the tendering process, the Bank may seek clarifications or ask the Bidders to make Technical presentations on any aspect from any or all the Bidders. However, that would not entitle the Bidder to change or cause any change in

the substance of the tender submitted or price quoted.

THE NAINITAL BANK LTD. reserves the right to seek fresh set of documents or seek clarifications on the already submitted documents.

3.31. Evaluation of Eligibility Criteria

In this part, the bid will be reviewed for determining the compliance of the general conditions of the contract and Eligibility Criteria as mentioned in the Tender. Any deviation for general conditions of the contract and eligibility criteria will lead to rejection of the bid.

Before opening and evaluation of their technical proposals, bidders are expected to meet all the general conditions of the contract and the eligibility criteria as mentioned below. Bidders failing to meet these criteria or not submitting requisite supporting documents / documentary evidence for supporting pre-qualification criteria are liable to be rejected summarily.

The bidder must possess the requisite experience, strength and capabilities in providing the solution necessary to meet the requirements, as described in the RFP Document. The bidder must also possess the technical know-how and the commercial wherewithal that would be required to successfully implement the solution sought by THE NAINITAL BANK LTD. for the entire period of the agreement/contract. The bids must be complete in all respects and should cover the entire scope of work as stipulated in the RFP Document. The invitation to the bids is open to all bidders who qualify the eligibility criteria as follows:

Sr. No	Eligibility Criteria	Supporting Documents
1.	Bidder should be a Government Organization / PSU / PSE / Partnership Firm under Partnership Act / LLP/ Private or public Limited Company in India at least for 5 years as on RFP issuance date.	Certificate of Incorporation, PAN, TAN, GSTIN Certificate and any other tax related document if applicable, along with the copies of Memorandum of Association and Articles of Association are required to be submitted along with the eligibility bid.
2.	The bidder shouldn't be blacklisted / barred / disqualified by any Statutory, Regulatory or Government Authorities	Undertaking for non-blacklisted as given in pt. 5.3 of this document

	or Public Sector Undertakings / Banks (PSUs / PSBs) or Private Banks or Financial Institutions in India.	
3.	The bidder should have ISO 27001, 9001 certification .	Copy of the relevant certificates or assessment certificate from auditing agency
4.	The bidder should be original equipment manufacturer of proposed AML & CFT Solution	Manufacturer's Authorization Format as per pt. 5.2 of this document
5.	The bidder should have a minimum turnover of INR 10 crores per annum for the past 3 financial years (2017-18, 2018-19 and 2019-20). The bidder should also have positive net worth during the last 3 financial years.	Audited financial statement of last three financial years
6.	The bidder should have minimum experience of -5- years of implementing the proposed AML & CFT solution in any Public Sector Bank / Govt. Organization / Commercial Bank in India	Documentary evidence with relevant copies of satisfactory completion certificate along with Purchase Order including names of clients with Phone and Fax numbers, E-Mail IDs etc.
7.	The proposed application should be running for at least -2- years in any -2- organizations (Public Sector Banks/ Govt. Organization / Commercial Banks) in India.	Documentary evidence with relevant copies of satisfactory completion certificate along with Purchase Order including names of clients with Phone and Fax numbers, E-Mail IDs etc.
8.	The bidder company should be CMMI Level 3 or above	Copy of the relevant certificates or assessment certificate from auditing agency
9.	Bidder to provide an undertaking on his letter head that all the functional and technical requirements highlighted as part of Scope of Work are covered in totality in the proposal submitted.	Letter of confirmation from Bidder

Note:

Bidder must comply with all the above-mentioned criteria as specified above. Non-compliance of any of the criteria can entail rejection of the offer.

Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria and as and when the Bank decides, originals / certified copies should be shown for verification purpose. The Bank reserves the right to verify / evaluate the claims made by the bidder independently.

Any deliberate misrepresentation will entail rejection of the offer ab-initio.

3.32. Evaluation of Technical Bids

Only those bidders who qualify all Pre-qualification / Eligibility Criteria requirements will be qualified for technical bid evaluation.

Technical presentation, will be a part of the process for evaluation of the bids.

The Bank reserves the right to reject a proposed solution including Product / Service if it is of an opinion that the offered solution / product / service does not match the technical requirements / objectives specified in Technical Bid – Bank's Requirements.

The technical bid will first be reviewed for determining the Compliance of the Technical bids with the Tender terms and conditions, Minimum/Mandatory Technical requirements and the scope of work as defined in this tender.

Any bid found to be non-compliant to the mandatory Technical Requirements, Tender terms and conditions and the scope of work shall be rejected and will not be considered for further evaluation. Bids that are technically compliant would only be taken up for commercial evaluation.

If the bidder is found to be non-compliant to any of the mandatory technical specifications, then the respective bid would be summarily rejected without assigning any score.

Bidder is required to submit all the supporting documents as per the criteria mentioned in the Tender. Bank reserves right to summarily reject any bid which does not contain all the mandatory supporting document or may ask bidder to resubmit documents, the decision of Bank will be final and binding in this regards.

Bids that are technically qualified would only be taken up for commercial evaluation.

Bank reserves the right to disqualify any bidder based on any criteria considered

relevant and its decision is binding. Representations, if any from disqualified bidders will not be entertained and will be summarily rejected. THE NAINITAL BANK LTD. will not respond to any query raised by bidders seeking reasons for rejection of the bid. Technical Bids will be evaluated for the following broad parameters and a score would be given to each bidder by the Bank based on the scoring criteria mentioned below-

Sl. No.	Parameter	Maximum Score
Technical Evaluation		
A.	AML Product Functionality & Technical Requirements Evaluation	40
B	BIDDER's/OEM's Capability & Experience	30
C	Technical Presentation and Project Understanding	30
Total		100

Scoring Matrix

A. AML Product Functionality & Technical Requirements Evaluation

Sl. No.	Scoring Parameter	Maximum Score
1.	Availability of modules & interfaces - AML overall Functional Requirements as detailed in the pt. 6.3 of this document) (Note: The total marks of the Techno Functional Requirements will be scaled down to 40 marks) Formula: (Total Marks Obtained/Total Marks)*40	40
	Total	40

B. BIDDER's/OEM's Capability & Experience

Sl.No.	Scoring Parameter	Maximum Score	Documents to be submitted
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01	<p>BIDDER/OEM experience in implementation of proposed AML Solution in PSU/Commercial Bank/ Govt. Organization in India to be calculated as below:</p> <ul style="list-style-type: none"> Each Organization implementation will carry 2 marks 	10	Copy of the Credential Letter or Copy of Purchase order from the client's executive and an Undertaking from the bidder on the bidder's letter head confirming the implementation along with the contact details of client's representative.
02	<p>The BIDDER/OEM shall have an annual turnover of at least 10 Crores each for the last three (3) financial years (i.e., 2017-18,2018-19 and 2019-20) should be</p> <ul style="list-style-type: none"> Turnover between 10 Cr to 50 Cr INR - 3 Marks Turnover above 50 Cr INR - 5 Marks 	5	Audited Financial statements for the financial years 2017-18, 2018-19 and 2019-20. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.
03	<p>BIDDER/OEM should have at least 5 years of experience in providing AML solution and service in PSU/Commercial Bank/ Govt. Organization.</p> <ul style="list-style-type: none"> More than 10 years - 10 Marks >= 7 and <=10 years -7 Marks Less than 7 years - 5 Marks 	10	Copy of the Credential Letter or Copy of Purchase order from the client's executive and an Undertaking from the bidder on the bidder's letter head confirming the implementation along with the contact details of client's representative.
04	<p>CMMI Level</p> <p>CMMI Level 3 - 3 Marks</p> <p>CMMI Level 4 - 4 Marks</p> <p>CMMI Level 5 - 5 Marks</p>	5	Copies of relevant certificates from issuing authority

	Total	30	
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C. Technical Presentation and Project Understanding

Sl.No.	Scoring Parameter	Maximum Score
01	Demonstration/Presentation on Proposed AML Application showcasing Solution Description, Functionality, Architecture & Deployment model covering below major points: <ul style="list-style-type: none"> • Clarification in understanding requirements • Detailed approach & methodology for providing the proposed solution • Project Rollout Plan • Coverage of entire details as per scope of work with value add/proposition so as to ensure a complete effective and efficient solution 	30
	Total	30

*The following criteria must be adhered to by all bidders, in connection with the technical presentations during the bid selection process.

- At least one senior representative from bidder's organization should be present in the technical presentations
- Complete soft copies of the presentation materials should be shared with the Bank before the presentation.
- The Bank will expect and demand that the key personnel showcased by the vendor in the technical presentation should be the same person that actively drive the project execution.
- Bidders must strictly adhere to the time slots provided to them for the technical presentation, allowing ample time and scope for question-answers.
- Focus of the presentation should be on the specifics of the solution/approach being proposed for the Bank, not on general elucidation of technologies, tool stacks or concepts.
- Both technical and administrative aspects of the Assignment should be given suitable coverage.
- Focus should be on bringing out clearly what is specific / different / novel about the approach, not on beefing up the presentation with commonly known and/or spurious information

- All aspects of requirements in the RFP should be covered in the presentation – e.g., proposed approach, capability to develop industry grade customized products, processes, frame works, organizational capabilities, team, governance, continuous development, transition approach etc.
- Any assumption, if taken in the response to RFP document should be clearly brought out in the technical presentation, along with the justification.
- Bank's evaluation and scoring on all aspects including technical presentation are final and non-negotiable

Note:

1. Group/Parent organization/company experience shall not be considered.
2. Direct orders from end customers shall be considered
3. The technical score will be allotted by Bank to each bidder against each section and will be considered final.

Technical Evaluation Criteria-

ST = Each Technical Proposal will be assigned a Score Technical (ST). The bidder with highest marks obtained (TM) in technical evaluation will be given a Score Technical (ST) of 100 points. The score technical (ST) of other proposals will be computed as follows:

$$ST = 100 \times TS / TM, \text{ where } TS = \text{marks obtained for Technical Proposal}$$

Based on ST (Score Technical) the bid with highest ST score will be termed as T1. The rest of the bidders shall be ranked in descending order of ST Score value as T2, T3, T4 and so on.

Score will be considered up to two decimal places. Technical qualified bid will be considered once it scores minimum score technical (ST) of 70% and above, and rest will be technically rejected. Commercial will not be opened for technically dis-qualified bid.

3.33. Evaluation of Commercial Bids

Commercial bids submitted by only those bidders, who have qualified both pre-qualification and Technical evaluation, will be eligible for further evaluation.

The Commercial Bids of only those Bidders short listed from the Technical Bids by Bank will be opened in the presence of their representatives on a specified date and time to be intimated to the respective Bidders, and the same will be evaluated by Bank.

Bidders will be ranked as per the ascending order of value of their Commercial Bids as (Least Quoted) LQ1, LQ2, LQ3.....and so on, LQ1 being the lowest Financial.

SF = Each commercial Proposal will be assigned a financial score (SF). The lowest GTV(Grand Total Value) (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

SF = 100 x FM/LQx(1,2,3...), where LQx = Amount of Financial Proposal (GTV)

Based on SF (Score Financial) the bid with highest SF score will be termed as L1. The rest of the bidders shall be ranked in descending order of SF Score value as L2, L3, L4 and so on.

Bidders quoting incredibly low or unrealistic high cost of items leading to unrealistic GTV with a view to subverting the tender process shall be rejected straight away by Bank and EMD of such vendor will be forfeited. Any bid found to be unsatisfactory in terms of any of the evaluated parameters as mentioned may be rejected and will not be considered for further evaluation.

3.34. Final Bid Evaluation (Techno commercial bid):

The evaluation of the tender is based on QCBS (Quality and Cost Based Selection).

The Combined Final Score contains 70% weightage for technical evaluation and 30% weightage for commercial evaluation. Therefore, combined and final evaluation will be done on the following basis:

Proposals will finally be ranked according to their combined Techno commercial score (TC) based on the below mentioned formula:

$$TC = ST*0.7 + SF*0.3$$

Bidders will be ranked basis their Final Techno Commercial Score (TC) i.e. TC1, TC2, TC3...and so on, TC1 being the highest Combined Final Score.

The shortlisted bidder will be declared after thorough evaluation of commercial bid by Bank. During the evaluation if the Bank finds that the detailed commercial bid is not in order or not complete etc. then Bank will treat his bid as non- viable and same will be rejected, and EMD will be forfeited. In such case the next ranked techno commercial bidder will be considered for further evaluation and so on till a bidder is selected.

If any bidder withdraws his bid, at any stage after the submission of the bid, till the final evaluation or declaration of the final selected bidder, it will be declared a defaulting bidder and EMD of such defaulting bidder will be forfeited and THE NAINITAL BANK

LTD. reserves right to blacklist such bidders for next three years from participating in any THE NAINITAL BANK LTD. tender. In such situation the tendering process will be continued with the remaining bidders as per their ranking.

If the bidder backs out after being declared as selected bidder, it will be declared a defaulting bidder and EMD of such defaulting bidder will be forfeited and THE NAINITAL BANK LTD. reserves right to blacklist such organization for next three years from participating in any THE NAINITAL BANK LTD. Tender. In such case the detailed commercial bid of next ranked techno commercial bidder will be evaluated,

- a) If the detailed commercial bid is found in order, complete and its GTV is less than the withdrawing bidder, then this bidder will be declared as selected bidder and will provide services at its own quoted rates.
- b) In case the GTV of next ranked techno commercial bidder is higher than the withdrawing bidder, then it should match the detailed commercial bid offered by withdrawing bidder in toto.
- c) If next ranked techno commercial bidder also backs out then the Bank will complete the tender process by following the aforesaid process again for other remaining techno- commercial ranked bidders.

Please note that if, after various rounds of evaluation to shortlist a Bidder in place of defaulting bidder, the Bank does not find any suitable bidder among remaining eligible bidders, then the Bank shall be at its liberty to reject or accept the bid of the next ranked techno commercial bidder.

3.35. Bank's Right to Vary Scope of Contract at the time of Award

The Bank may at any time, by a written order given to the Bidder, make changes to the scope of the Contract as specified.

If any such change causes an increase or decrease in the cost of, or the time required for the Bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or time schedule, or both, as decided by the bank and the Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the Bidder's receipt of the Bank's changed order.

3.36. Bank's Right to Accept Any Bid and to Reject Any or All Bids

The Bank reserves the right to accept any bid, and to annul the RFP/Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

3.37. Notification of Award

Prior to the expiration of the period of bid validity (180 days from last date of bid submission), the Bank will notify the successful Bidder in writing that its bid has been accepted.

The notification of award will constitute the formation of the Agreement/Contract, requiring the successful Bidder to furnish Bank Guarantee, favouring The Nainital Bank Ltd. of 10% of the Work/Purchase Order Value for ensuring contract performance. Thereafter the Bank will notify each unsuccessful Bidder and will return/release its EMD.

3.38. Award of Contract

There will be only one vendor.

At the same time as the Bank notifies the successful Bidder that its bid has been accepted, the Bank will send the Bidder the Proforma of Contract.

Within 15 days of receipt of the Proforma of Contract, the successful Bidder shall sign and date the Contract and return it to the Bank along with the Bank Guarantee, favouring The Nainital Bank Ltd. of 10% of the Work/Purchase Order Value for contract performance as security deposit.

The contract period will be commencing from the date of signing of contract and will be valid for 5 yrs from the date of Go-Live of AML & CFT Solution. THE NAINITAL BANK LTD. reserves the right to extend the contract for further period of two years.

Keeping in view the project commitment, The Nainital Bank Ltd. reserves the right to ask the vendor to add new features/ process or modify the existing solution to take care the service delivery for matching the project requirements as and when required.

Vendor has to agree for honouring all tender conditions and adherence to all aspects of fair trade practices in executing the purchase orders placed by THE NAINITAL BANK LTD.

If the name of the system/service/process/solution is changed for describing substantially the same in a renamed form; then all techno-fiscal benefits agreed with respect to the original product, shall be passed on to THE NAINITAL BANK LTD. and the obligations with THE NAINITAL BANK LTD. taken by the Vendor with respect to the product with the old name shall be passed on along with the product so renamed.

The above Security Deposit will be in the form of Bank Guarantee (BG) of any Scheduled Commercial Bank. Security Deposit should be valid for the entire contract period of 60 months and renewed for extended period, if required, and thereafter on satisfactory performance and completion of contract, the Security Deposit shall be refunded to the vendor without any interest.

THE NAINITAL BANK LTD. may, at any time, terminate the contract by giving written notice of -30- days to the vendor without any compensation, if the vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to THE NAINITAL BANK LTD. If at any point during the contract, if the vendor fails to, deliver as per the tender terms and conditions or any other reason amounting to disruption in service, the Termination and Exit Management clause to be incorporated in contract, will be invoked.

In case of any takeover/merger/acquisition/transfer of ownership of bidder, the responsibility for smooth transition to the new entity lies with the bidder.

3.39. Placing of Purchase Orders

For procurement of AML & CFT Solution , Purchase order will be placed on the vendor in hardcopy format.

Objection, if any, to the Purchase Order must be reported to the Bank by the vendor within five (5) working days counted from the date of receipt of Purchase Order for modifications, otherwise it is assumed that the vendor has accepted the Purchase Order in totality.

If the vendor is not able to supply/deploy/operationalize the ordered solution completely within the specified period, the penalty clause will be invoked.

The decision of THE NAINITAL BANK LTD. shall be final and binding on all the

vendors to this document. THE NAINITAL BANK LTD. reserves the right to accept or reject an offer without assigning any reason whatsoever.

3.40. Bank Guarantee for Contract Performance

Within thirty days of the receipt of notification of award from the Bank, the successful Bidder shall furnish the performance security in the form of Bank guarantee, favouring BANK valid for a period of 60 months from the date of Signing of Contract in accordance with the Conditions of Agreement/Contract.

Failure of the successful Bidder to comply with the requirement mentioned in document shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD. In case of exigency, if the Bank gets the work done from elsewhere, the difference in the cost of getting the work done will be borne by the successful Bidder.

Performance bank Guarantee as per following schedule:

S.no.	Item	Value
1	Instrument	One single Deposit in the form of Bank Guarantee
2	Validity of Performance Bank Guarantee	Bank Guarantee to be submitted along with the duly stamped and signed contract and should be valid for a period of 60 months from the date of Go-Live of AML & CFT Solution. In case there is an extension of contract beyond 60 months, Bidder has to provide the BG for that extended period.
3	Amount	10% of Purchase Order value

3.41. Confidentiality of the Document

The RFP Document to be submitted by bidder is confidential and the Bidder shall ensure that anything contained in RFP Document shall not be disclosed in any manner, whatsoever.

3.42. Tender Related Condition

The Bidder should confirm unconditional acceptance of full responsibility of completion of job and for executing the 'Scope of Work' of this tender. This confirmation should be submitted as part of the Technical Bid. The Bidder shall also be the sole point of contact for all purposes of the Contract.

The Bidder should not be involved in any major litigation/arbitration that may have an impact of affecting or compromising the delivery of services as required under this contract. If at any stage of Tendering process or during the currency of the Contract, any suppression / falsification of such information is brought to the knowledge of the Bank, the Bank shall have the right to reject the bid or terminate the contract, as the case may be, without any compensation to the Bidder and claim damages before the court of law, resulting from such rejection/termination as the case may be.

3.43. Rejection Criteria

Besides other conditions and terms highlighted in the RFP Document, bids may be rejected under following circumstances:

3.43.1 General Rejection Criteria

- Bids submitted without or improper EMD and/or Application Money.
- Bids received through Telex /Telegraphic / Fax/E-Mail will not be considered for evaluation.
- Bids which do not confirm unconditional validity of the bid as prescribed in the Tender.
- If the information provided by the Bidder is found to be incorrect/ misleading at any stage / time during the Tendering Process.
- Any effort on the part of a Bidder to influence the Bank's bid evaluation, bid comparison or contract award decisions.
- Bids received by the Bank after the last date and schedule time for receipt of bids as prescribed by the Bank.
- Bids without letter of authorization and without any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.

3.43.2 Technical Rejection Criteria

- Technical Bid containing commercial details.
- Revelation of Prices in any form or by any reason before opening the Commercial Bid.
- Failure to furnish all information required by the RFP Document or submission of a bid not substantially responsive to the RFP Document in every respect.
- Bidders not quoting for the complete scope of Work as indicated in the RFP Documents, addendum (if any) and any subsequent information given to the

Bidder.

- Bidders not complying with the material technical requirement by way of functionality, specifications and General Terms and conditions as stated in the RFP Documents.
- The Bidder not confirming unconditional acceptance of full responsibility of providing services.
- If the bid does not confirm to the timelines indicated in the bid.
- Bidder not scoring minimum marks as mentioned in Tender

3.43.3 Commercial Rejection Criteria

- Incomplete Financial Bid
- Financial Bids that do not conform to the Tender's Financial bid format
- Total price quoted by the Bidder does not clarify regarding all statutory taxes and levies applicable.
- If there is an arithmetic discrepancy in the commercial bid calculations the Bank shall rectify the same at its discretion. If the Bidder does not accept the correction of the errors, its bid may be rejected.

4. Section III - General Conditions of Contract

Quality: Material/solution not confirming to given specifications will be rejected & it will be replaced by the vendor, free of cost. The material/solution must be as per the detailed specifications listed out in the RFP document and shall be as per standard engineering practice, relevant IS/ International code of practice, and shall be as per the Specifications as mentioned in RFP Document.

Statutory Laws: Vendor shall abide by all applicable rules and regulations regarding taxes, duties, labour etc., which are in force and from time to time enforced by the Government of India, also registration, labour laws, payments, ESIC, PF, insurance etc. Vendor shall coordinate for all these matters with concerned authorities directly.

Confidential Information: All information exchanged between the parties will be confidential. If the implementation project requires disclosure of, or receipt of, confidential information, such disclosure or receipt will be made with mutual agreement and may be with a separately executed MoU / Non-Disclosure agreement with Vendor by the Bank.

Extra Deviated Items: Any extra item like variation in quantity, deviated item should be executed only after getting the appropriate approvals with written confirmation, from the bank. At the time of submitting the invoice, all the documentary evidence of appropriate approvals for Extra / deviated Items / Variation in Quantities should be attached. Payments will not be made without scrutiny of aforesaid approvals.

Force Majeure: Bank shall not be responsible for delays or non-performance of any or all obligations, contained in this RFP or agreement thereafter, caused by war, revolution, insurrection, civil commotion, riots, mobilizations, strikes, blockade, acts of God, Plague, epidemics or pandemics, 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 the bank, which directly, materially and adversely affect the performance of any or all such obligations. However, the bidder shall continue to perform its obligations as contained in this RFP and agreement thereafter.

Arbitration: The Bank and the Bidder shall make every effort to resolve amicably, by direct negotiation between the respective Designated Officials of the bank and the Bidder, any disagreement or dispute arising between them under or in connection with the RFP and or contract thereafter.

If the designated official of the Bank and the Bidder are unable to resolve the dispute within -30- days from the commencement of such informal negotiations, they shall immediately escalate the dispute to their Senior Authorized Personal.

If within -30- days from the commencement of such negotiations between the Senior Authorized Personal designated by the Bidder and Bank, are unable to resolve their dispute amicably, in such case the dispute shall be settled finally by arbitration in, Nainital, Uttarakhand, India under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Both parties will appoint one arbitrator each. Both the appointed arbitrators together, shall nominate third arbitrator with mutual consensus.

Jurisdiction: The Jurisdiction for all disputes will be in the city of Nainital (Uttarakhand), India.

Safety: All the safety codes and the preventive measure for this type of work shall be

strictly followed. In case of any mishap which causes injury, disability or death of any personnel and staff either on site or offsite during or after the duration of the project due to negligence of the staff of the vendor, shall be sole responsibility of vendor, this shall not be responsibility of Bank in any case. No Claims in this regards shall be paid by Bank.

4.1. Term and Extension of the Contract

The term of this Contract will commence from the date of signing of contract/agreement and will be valid for a period of five years from the date of Go-Live of AML & CFT Solution. The contract is extendable further for two years solely at option of the Bank.

The Bank shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the Bidder, at least 6 months before the expiration of the Term hereof, whether it will grant the Bidder an extension of the Term. The decision to grant or refuse the extension shall be at the Bank's discretion.

During extended period of two years if deemed appropriate (THE NAINITAL BANK LTD. reserve right to extend the agreement with Bidder), the term and conditions for SLA, penalty and Prices for AMC & Manpower shall remain same as given for 5th Year.

Where the Bank is of the view that no further extension of the term be granted to the Bidder, the Bank shall notify the Bidder of its decision at least 6 (six) months prior to the expiry of the Term. Upon receipt of such notice, the Bidder shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract within which, the Bank shall either appoint an alternative service provider or create its own infrastructure to operate such Services as are provided under this RFP. In such scenario, the terms and conditions for SLA, penalty and Prices for services, AMC & Manpower shall remain same as given for 5th Year.

Warranty

- a) The warranty of 12 Months shall start from the date of UAT Sign-Off. Any defects / bugs noticed in the migrated/implemented applications shall be reworked and / or replaced by the Bidder / Vendor with defect-free components free-of-cost.
- b) Bidder / Vendor should provide software patches / upgrades towards complying with all the statutory and any other requirements from the Bank as specified from time to time during the Contract period, free of cost. The warranty period would start after

live implementation* (*Live implementation means that after user acceptance and audit clearance the complete System is ported on the production environment (Go Live) and after issuance of Acceptance Certificate by the Bank).

c) Bidder should setup one centralized L2 Support at Bank Site till the completion of warranty period as mentioned above. The Bank has a right to interview and reject resources deployed by the Bidder.

4.2. Prices

Prices quoted must be firm and shall not be subject to any upward revision on any account whatsoever throughout the period of contract. However, if there is any increase/decrease in taxes/ duties due to any reason whatsoever, after Notification of Award, the same shall be passed on to The Nainital Bank Ltd.

4.3. Payment Schedule

The payment schedule for various items as quoted in Section VI : Financial Bid Format will be as below: One Time Application Software/license cost of Anti-Money Laundering Solution Application, Third-Party Application Cost (if any), Implementation Cost & Integration Cost as quoted by bidder will be paid as under:

- i. **One Time Application Software/license cost and third-party application cost (if any)**
 - 50% on delivery of application software/license to Bank
 - 20% on first installation of proposed solution on Bank's infrastructure
 - 30% on successful GO-LIVE of the proposed solution
- ii. **Implementation & Integration cost**
 - 25% on contract signing and submission of Security Deposit
 - 25% on first installation of proposed solution on Bank's infrastructure
 - 10% on successful UAT
 - 15% on successful integration of proposed solution with Finacle 10.x
 - 25% on successful GO-LIVE of the proposed solution
- iii. **Annual AMC/ATS Charges** shall be payable annually in advance on successful GO-LIVE of the solution.
- iv. For any other cost as submitted by the bidder, the payment terms will be decided at

the time of signing of agreement.

The Vendor's request(s) for payment shall be made to "The Nainital Bank Ltd." in writing (Invoice) accompanied by Service Level Requirements compliance reports for which payment is being claimed.

All the payments to the Vendor shall be subject to the report of satisfactory accomplishment of the concerned task,

Penalties, if any, on account of liquidated damages and non-compliance of Service Level Requirements, shall be deducted from the invoice value.

Payments will be released only on satisfactory acceptance of the deliverables for each Task as per the particulars mentioned in the commercial bid format.

All Payments shall be made in Indian Rupees Only and shall be released by the Bank against the invoices raised by bidder within 30 calendar days given all the relevant documents are submitted timely and are complete in all reference.

Note:

- All payments will be made through electronic mode only.
- Payments should be subject to deductions of any amount for which the Bidder is liable under the tender conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the applicable Income-Tax Act.

4.4. Service Level Agreement & Targets

The selected vendor has to sign a detailed SLA before the issuance of Purchase Order. The SLA will be prepared jointly by the Bank & the selected vendor and will be based on

- The scope of the RFP and any amendment done in the RFP before submission of the bid.
- The solution offered by the vendor in response to the bid.
- Selected vendor is obliged to provide additional infrastructure free of cost at any stage of the TCO period, if it was found that requirement & standards intended by the Bank in RFP is not being fulfilled.

- The SLA will be binding on the vendor for the entire period of 5 Years i.e. the term of contract and extended period, if any.
- The Penalty clause shall be defined in SLA.

5. Section IV – Bid Submission Format

5.1. Bidder Profile

Sr	Particulars	Details		
1.	Name of the Bidder			
2.	Address of the Bidder			
3.	Status of the Company (Public Ltd/ Pvt. Ltd)/Firm/LLP etc.			
4.	Details of Incorporation of the Company/Firm			
5.	Details of Commencement of Business			
6.	GST registration no.			
7.	a. Permanent Account Number (PAN)& b. TAN			
8.	Name & Designation of the authorized contact person to whom all references correspondence shall be made regarding this tender			
9.	Telephone No. (with STD Code) a) Landline b) Mobile			
10.	E-Mail of the contact person:			
11.	Fax No. (with STD Code)			
12.	Website			
13.	Financial Details (as per audited Balance Sheets) (in Cr)			
14.	Year	2017-2018	2018-2019	2019-20
15.	Net Worth			

16.	Turn Over (Total)			
17.	Turn Over (from Indian Operations)			
18.	Turn Over (from data centre operations)			
19.	Profit After Tax (PAT)			
20.	Net Profit			

5.2. Manufacturer Authorization Format

Manufacturer's Authorization Form

To,
The Chief Operating Officer
Nainital Bank Limited
Head Office
Mallital, Nainital-263001 (Uttarakhand)

Sir,

Re:- Ref. No.-NTB/OPERATIONS/AML/2021/04/006 dated , for SUPPLY, INSTALLATION, CUSTOMIZATION, TRAINING & SUPPORT OF ANTI-MONEY LAUNDERING (AML) & COMBATING THE FINANCING OF TERRORISM (CFT) SOLUTION

We, (Name of the OEM) having our registered office at, are an established and reputable manufacturers / developers of for above mentioned Request for Proposal.

We confirm that we are participating in the RFP as a bidder.

Our full support is extended to Bank in all aspects of supply, on-site warranty, maintenance and subscription of We assure to provide the service support for the supplied for the 5 year contract period (further extendable for 2 years) from date of issuance of supply / installation as per RFP terms. We also assure that our on-site service support would be available to Bank on 24x7 basis. We assure that the quoted items (.....) would NOT be declared End of Life during the 5 year contract period (further extendable for 2 years) . In case such a condition arises, we assure to replace such items with items of equivalent or better specifications without any financial implication to Bank.

Yours faithfully,
Authorized Signatory
Name:
Designation:
Bidder's Corporate Name
Address
Email and Phone #

5.3. Declaration for Non-Blacklisting

UNDERTAKING FOR NON- BLACKLISTED

To be provided on letter head of the Bidder's Company

Dated:

Place:

The Chief Operating Officer
Nainital Bank Limited
Head Office
Mallital, Nanital -263001 (Uttarakhand)

Sir,

Re:- Ref. No.-NTB/OPERATIONS/AML/2021/04/006 dated , for SUPPLY, INSTALLATION, CUSTOMIZATION, TRAINING & SUPPORT OF ANTI-MONEY LAUNDERING (AML) & COMBATING THE FINANCING OF TERRORISM (CFT) SOLUTION

We M/s _____, a company incorporated under the companies act, 1956/2013 with its headquarters at _____, do hereby confirm that we have not been blacklisted/ debarred by the Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) or Private Banks or Financial Institutions in India during last 3 years.

This declaration is been submitted and limited to, in response to the tender reference mentioned in this document

Thanking You,

Yours faithfully,

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

5.4. Undertaking of Information Security

(This letter should be on the letterhead of the bidder duly signed by an authorized signatory on Information security as per regulatory requirement)

To,
The Chief Operating Officer
Nainital Bank Limited
Head Office
Mallital, Nainital-263001 (Uttarakhand)

Sir,

Re:- Ref. No.-NTB/OPERATIONS/AML/2021/04/006 dated , for SUPPLY, INSTALLATION, CUSTOMIZATION, TRAINING & SUPPORT OF ANTI-MONEY LAUNDERING (AML) & COMBATING THE FINANCING OF TERRORISM (CFT) SOLUTION

We hereby undertake that the proposed hardware / software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done)

Dated this..... by2021

Yours faithfully,

Authorized Signatory
Name:
Designation:
Bidder's Corporate Name
Address
Email and Phone #

5.5. Undertaking by the bidder (To be included in Technical & Commercial Bid Envelope)

To be provided on letter head of the Bidder's Company

Dated:

Place:

The Chief Operating Officer
Nainital Bank Limited
Head Office
Mallital, Naninital -263001 (Uttarakhand)

Sir,

Re:- Ref. No.-NTB/OPERATIONS/AML/2021/04/006 dated , for SUPPLY, INSTALLATION, CUSTOMIZATION, TRAINING & SUPPORT OF ANTI-MONEY LAUNDERING (AML) & COMBATING THE FINANCING OF TERRORISM (CFT) SOLUTION

It is certified that the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with. We have gone through all the conditions of bid and are liable to any punitive action for furnishing false information / documents. Dated this ____ day of _____ 2021.

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

5.6. Undertaking for Price Validity & Acceptance of all terms & conditions of RFP

To be provided on letter head of the Bidder's Company

Dated:

Place:

The Chief Operating Officer
Nainital Bank Limited
Head Office
Mallital, Naninital -263001 (Uttarakhand)

Sir,

Re:- Ref. No.-NTB/OPERATIONS/AML/2021/04/006 dated , for SUPPLY, INSTALLATION, CUSTOMIZATION, TRAINING & SUPPORT OF ANTI-MONEY LAUNDERING (AML) & COMBATING THE FINANCING OF TERRORISM (CFT) SOLUTION

We understand that Bank is not bound to accept the lowest or any bid received and Bank may reject all or any bid. We shall keep the price valid for the entire contract period from the date of issuance of the first Work order. If our bid is accepted, we are responsible for the due performance as per the scope of work and terms & conditions as per mentioned in RFP.

Yours faithfully,

Authorized Signatory
Name:
Designation:
Bidder's Corporate Name
Address
Email and Phone #

5.7. Undertaking for No Deviation

To be provided on letter head of the Bidder's Company

Dated:

Place:

The Chief Operating Officer
Nainital Bank Limited
Head Office
Mallital, Naninital -263001 (Uttarakhand)

Sir,

Re:- Ref. No.-NTB/OPERATIONS/AML/2021/04/006 dated , for SUPPLY, INSTALLATION, CUSTOMIZATION, TRAINING & SUPPORT OF ANTI-MONEY LAUNDERING (AML) & COMBATING THE FINANCING OF TERRORISM (CFT) SOLUTION

Further to our proposal dated, in response to the Request for Proposal (Bank's RFP Ref. No **NTB/OPERATIONS/AML/2021/04/006** hereinafter referred to as "RFP") issued by Bank, we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

6) Section V: Scope of Work

6.1 Detailed Scope of Work:

Broadly the Scope of work shall include the following:

- The proposed AML & CFT Solution should be supplied, installed, implemented, and maintained at Bank's Premises i.e. DC, DR and AML Cell. The scope of the solution should cover all the branches, offices, and Head Office of our Bank.
- The proposed solution to be integrated with the Core Banking Solution (Finacle 10.X) of the Bank and other third-party solutions, which are to be source of input data, and this integration should facilitate STP and should be managed through secured ports to avoid any leakage of data and exposure of any possible vulnerability.
- The proposed solution should support the following Database - MS SQL and Oracle.
- The proposed solution should be capable of generating all the regulatory/statutory reports as per required format. The solution should be flexible enough to take care of existing as well as any new future reports, mandated by statutory authorities, within the timelines stipulated by the regulatory bodies during the contract period at no additional cost to the Bank.
- The solution should abide by the User management system and password policy as per the IT security policy outlined by the bank and should also incorporate maker-checker concept for operational uses.
- The bidder should act as a System Integrator for providing AML solution and all the required additional/total hardware, middleware, application software, third party utilities and their licenses be provisioned in the bid itself.
- Bidder is liable for supply, installation, testing, commissioning, warranty, operational support and annual maintenance of all components of proposed AML solution.
- The proposed solution should comply with the existing or future time to time guidelines on KYC- AML & Combating of Terrorism Financing from various regulators/enforcement agencies like RBI, IBA, FIU-IND, UIDAI, SEBI, FATF etc. As and when new guidelines are issued from such regulatory authorities, the Bidder should incorporate the same in the solution at no additional cost to the Bank during the contract period.
- Bidder has to submit the exhaustive list of all hardware items (servers, storage, tape library etc.), software licenses and third-party tools with their configurations and detailed solution architecture in the technical bid. The proposed hardware should

have either horizontal scalability or vertical scalability in accordance with the requirements of Web / App / DB layers.

- Bidder has to provide onsite support for hardware/ software/ third party tools at no additional cost to the bank during the warranty/ AMC/ ATS period
- Bidder has to take up the complete installation, integration and customization of the proposed AML solution with the CBS system (Finacle 10.X) and other applications without disturbing the day-to-day operations of the bank. Bidder should accomplish the job in co-ordination with existing CBS system & other applications OEMs. The proposed AML solution shall meet the scope of work and also the functional and technical scope of work requirements as mentioned in the RFP
- Bidder should perform onsite maintenance of hardware, software with database and all the related products with customization, change management, addition of new reports as desired by Bank/ regulatory authorities, performance tuning of the application, necessary and adequate patches and upgrades, utilities, tools etc. after successful GO-LIVE of the AML solution.
- The selected vendor has to provide necessary project management, requisite training for administrators/ users of the application and shall also provide comprehensive documentation of the application including architecture, description of the interfaces, data model, database structure, meta data details, user manual and other related documents.
- Bidder has to provision for required hardware/ software/ third party tools to support archiving requirements of the bank for the entire contract period.
- The system should address and be compliant with the recommendations laid down by FATF (Financial Action Task Force).
- The proposed AML solution should capture all the Due Diligence Information of the customer base of the institution. It should also capture Due Diligence data on Beneficiaries and connected parties.
- Due diligence information should invariably contain parameters like source of funds, business activity / occupation of customer, expected level of activity in the account, declared income by the customer etc. In addition, where the KYC information is missing, there should be facility to enrich the data.
- The proposed AML solution should provide a list manager to manage various black-lists provided by regulatory authorities such as lists provided by FRC and OFAC -SDN lists issued time to time by the law enforcement agencies, PEP lists, UNSCR lists, High risk countries list etc. It should also be possible to add new lists as and when they are introduced in future at no additional cost to the Bank. The lists should be updated straight through process (SFTP/API) as far as possible, as and

when notifications are received from regulators. Users should also be able to create/maintain internal watch lists to monitor certain customers as and when required.

- There should be support for list scanning of account /customer database against watch lists – incremental screening should be there if there are any updates to the watch list data or customer data. All new customers should be checked against blacklists, watch lists data. And there should be provision to run search against existing customers as and when required.
- The proposed solution should categorize accounts into risk categories – High, Medium, and Low– as per the risk rating mechanism in tune with the AML policy. It should support risk profiling of customers based on occupation, STR filed, KYC compliance, transaction patterns, turnover etc. The solution should also calculate the threshold limits basing on customer’s profile. There should be an automated periodical review mechanism to update the risk categorization and threshold limits for the customer data. In addition, it should be always possible to override the system calculated risk values, having an option to manually set the risk.
- The proposed solution should be integrated with the CBS system such that the Risk Categorization done by the software is updated in CBS system.
- The solution should support advanced search techniques to search data provided by enforcement agencies.
- The solution should provide rule based suspicious transaction identification. It should have the ability to update above rules incorporating new scenarios as and when notified by the concerned authority for identifying suspicious transactions. The solution should also have provision to create user defined rules basing on various parameters like customer type, nature of business, various risks etc.
- The solution should provide pre-implemented IBA notified suspicious case scenarios and also FIU-IND alerts including recently provided Trade based money laundering scenarios.
- The AML solution should allow for benchmarks to be fixed based on the general behavior of entities (Customers, Products etc.). The default benchmarks should be definable in the system and the user should be able to edit an existing benchmark
- Closure of alerts should be done in the system and report for the same is to be obtained as and when required. Users should be notified about the cases allotted to them which are pending to be investigated, if it crosses the time window from the date of generation and allotment.
- Users should be able to view transactional details of all alerts fired with respect to the certain customer.

- The solution should have provision for work load balancing for alerts assignment. Reports should also provide information to management on the alerts status. It should also be possible to re-run any rule at any time and for any past date.
- FIU defined formats for various reports like STR, CTR, CBWTR, NTR, CCR, KYC to be provided and these reports may change over the period of time and accordingly should be taken up by the bidder and provided without any delays at no additional cost to the Bank. On the whole the software application should throw alerts when the transactions are inconsistent with the categorization and updated profile of the customer as well as transactional limits, patterns and threshold from CTR, STR & CFT perspective as well as reporting of CCR separately as envisaged under PMLA 2002.
- The solution should address the challenges in statutory report submission by automating the process from data extraction to submission to FIU before cut-off date. Various reports like List screening report for new and existing customers, transaction report, transactions in High-risk countries report, KYC gap reports etc. There should be an option to download reports in various formats like xls, rtf, pdf etc.
- The suspicious transaction report (STR) should be auto populated with all the necessary information to substantiate the case and there should be automatic preparation of case approval notes in the defined formats. There should be provision to link multiple cases pertaining to the same customer. Also support for attaching evidence documents. Generation, distribution and storage of such critical and sensitive information/reports should be ensured in secured manner and made available to the authorized entities strictly on need to know and need to use basis.
- The case management utility should have provision to define roles for the officers involved. The system should have facility to escalate the case to next level after completion of the role assigned to a user up to logical conclusion of the case.
- The solution should support automated uploading of data generated from the bank's CBS system & other applications to AML system without any manual intervention. There should be a provision for the users to raise a ticket in the system in case of any issue faced to maintain the record of time span for issue resolution.
- The solution should have complete and comprehensive security from unauthorized access. The number of levels / rights assigned to each level should be user configured by the bank. It should provide maker/checker facility and should also provide full audit trail for the events like alert generation, case creation, change to case information, changes to lists etc.
- The proposed solution should properly maintain and preserve account and alert information in a manner that allows data to be retrieved easily and quickly

whenever required or when requested by the competent authorities. Further, it shall maintain for at least ten years from the date of transaction between the bank and the client, all necessary records of transactions, as required under PMLA 2002 which will permit reconstruction of individual transactions so as to provide, if necessary, evidence for prosecution of persons involved in criminal activity.

- Bidder has to comply with all the security guidelines mentioned by RBI/any regulatory body. Bidder has to provide all the necessary support and access to premises /documents as and when requested by Bank/ Bank's appointed personnel/ any regulatory body.
- Bidder will migrate the data from the existing AML solution running in bank to the new system.
- Bidder will provide Application interface architecture for application
- Bidder will ensure Audit trails should be enabled for application server
- Bidder will ensure secure code review post major/critical changes to the application/software
- Bidder will ensure escrow arrangement for application
- Bidder will provide Architecture interface design
- Bidder will ensure Personal Identifiable Information (PII) details such as PAN, Aadhar number should not be stored in clear text.
- Bidder will provide Source code audit certificate
- Bidder will ensure that Application level logs should be compatible for integration in Security Information and Event Management (SIEM) tool of the Bank for the proposed applications

Warranty, Annual Technical Support Services/ Annual Technical Maintenance Scope: Bidder shall factor the costs in the Price Schedule accordingly. As part of warranty, ATS & AMC services the bidder shall provide following services:

- Bidder shall provide the on-site comprehensive maintenance (Warranty, ATS and AMC) during the entire contract period for all the software and services including Third Party Software within the scope of work. The software items supplied should be with one year onsite comprehensive warranty, which will start from the date of acceptance of the software after being installed and tested. Subsequently the bidder shall provide onsite comprehensive ATS support for 4 years.
- Successful Bidder must provide uninterrupted availability of the system and ensure that the problem is resolved within the time schedule as mentioned in the Service Level Agreement.

- The warranty, ATS/AMC should be comprehensive in nature with service support through telephone and/ or email to the Bank. Bidder has to provide the escalation matrix further, if the problem still remains unresolved after telephonic help or in case of major breakdown, then Bidder has to arrange for on-site support for recovery and resolving the issue as soon as possible.
- Annual maintenance cost (AMC)/ Annual Technical Support (ATS) services include version upgradations, patches, bug fixing, and compliance of RBI/IBA/FIU-IND/any other regulatory authority changes, compliance of irregularities pointed by Internal/External Auditors etc.
- Back to Back OEM active support should be available for the software, third party applications etc supplied by the successful Bidder in the contract and supporting documents for the same should be provided for releasing of respective payments.
- The Bank will not be liable to pay any additional amount in respect of any sort of maintenance covered under the scope of this tender during the tenure of the contract. On-site maintenance services without any additional cost shall be provided by the Bidder during the period of warranty/ATS/AMC.
- Installation/re-installation, configuration/ reconfiguration of software including DB, as and when required during the contract period. All these activities are to be covered under scope of AMC/ATS provided by the vendor and bank will not pay any additional cost for the same.
- The services offered through Warranties, Annual Maintenance Contract and Annual Technical Support should meet the end-to-end onsite support requirements for implementing and maintaining infrastructure deployed as part of the proposal till completion of contract.
- Bidder shall ensure necessary changes or modifications announced by RBI/IBA/FIU-IND/any regulatory authority or any other statutory authorities on the AML software within the timelines or schedule stated by respective authorities without charging any extra cost to the Bank during the contract period. No exclusions / exceptions will be permitted in complying IBA/FIU-IND / RBI / other statutory authority guidelines.
- Bidder shall provide New patches; Version releases/up-gradations will be released at periodical intervals, New Version will be provided in case of existing Software is declared as End of Support / End of Sale / not able to comply the Regulatory guidelines, Bug fixing, etc as part of ATS.
- Bidder shall provide required help during IS Audit, Security Audit, various compliances specially government and regulatory, cyber related, etc to the Bank. Also rectify the irregularities pointed out during IS Audit at no cost to the Bank.

- MIS Reports generation: Bidder should provide Daily/Monthly/Quarterly/Yearly/adhoc reports, Exception reports, Detailed/summary level reports, etc. in the specified formats as required by the Bank
- The selected Bidder should agree to make a provision of making emergency release of patches in case of some serious bugs or immediate requirements without any additional cost to the Bank.
- The selected Bidder should agree to supply and install such periodical releases after removal of all bugs reported till that date and also the other modifications carried out based on feedback received till that date without any additional cost to the Bank.
- New Version with full customization should be provided in case of existing Software is declared as End of Support / End of Sale not able to comply the Regulatory guidelines during the contract period at no additional cost to the Bank.
- The selected Bidder should agree that during the warranty/ATS period, the software will be kept up-to-date in terms of followings, without any additional cost to The Bank: a) Bugs removal and troubleshooting. b) Maintenance and support for patches, version control and release. c) Regular performance tuning including database of solutions for performance optimization. d) Regular backup of AML application & database. e) Data rectification, if required, on being caused due to any program malfunction or due to any other reason whatsoever.
- The Bidder should agree that during the warranty/ATS period, they will provide the following operational support:
 - Training and hand-holding to core team.
 - Tuning and configuration of Hardware, software and database
 - Conducting regular server capacity analysis and advise remedial measures as required
 - Conducting routine database assessments to ensure data quality and optimal data base performance e) Conducting periodic assessments of the AML software and/or its infrastructure to ensure that all the functional requirements are satisfied.
 - Determining when the AML and/or its infrastructure need to be upgraded, replaced, or retired as per user/regulator's requirements.
 - Installation, configuration of user specific various Master Tables.
 - The selected Bidder is required to support/perform following user administration activities like creation of users, defining user authorization, granting of respective user rights and privileges.
 - Migration of data from existing systems to new system, at the start of the project. Assisting users to carry out live run.
 - Redress various operational problems.

- Carry out various housekeeping works and explain the same to users.
- The selected Bidder warrants that the services provided under the contract shall be as per the Service level Agreement (SLA) to be signed between the Bidder and the Bank.
- If the Bidder, having been notified, fails to remedy the defect(s) as per SLA, the Bank may proceed to take such remedial action as may be necessary at the Bidder's risk and expense and without prejudice to any other rights, which the Bank may have against the Bidder under the contract.
- The selected Bidder should also guarantee that all the software supplied by the Bidder is licensed and legally obtained.
- Selected Bidder shall be fully responsible for any IP rights violation in connection to the supplied software. Only licensed copies of software shall be supplied and ported. The bidder shall grant an irrevocable perpetual license to the Bank to use the software. Further, all software supplied shall be of latest version.
- Assist/support the Bank to install the same, if Bank desires during period of warranty/ATS at no cost to the Bank. As per the Bank's Business Continuity Policy / Disaster Recovery Policy, bidder should design and update BCP/DRP document on periodic intervals for the proposed solution.
- As a part of AMC/ATS support, Bidder is required to resolve the issues reported by the Bank (with the help of log generated by the application). Although the backup will be taken by our DC team, the Bidder will also be responsible to test the backup for the restorability of using test server once in every 6 months
- Bidder has to take up the complete installation, integration and customization of the proposed AML solution with the existing CBS system (Finacle 10.X) and other applications without disturbing the day to day operations of the bank. Bidder should accomplish the job in co-ordination with existing CBS system & other applications OEMs. The proposed AML solution shall meet the scope of work and also the functional and technical scope of work requirements as mentioned in the RFP.
- The Bidder should propose a detailed hardware sizing requirement including database and any other software to the bank and the bank shall provide the same

6.2 Timeline For Go-Live

Bank is expecting to Go-Live with the proposed AML solution within 16 weeks from the date of issuing Letter of Intent/ purchase order to the selected vendor.

6.3 Software Functionality

All the functionality in Scope of Work and Software functionality should be provided as end-to-end solution by the Bidder.

A = Functionality is AVAILABLE - (1) Mark

C = CUSTOMIZABLE free of cost - (0.5) Marks

All the points marked Customizable –C should be made available for SIT within -12-weeks from the issuance of Letter of Intent/Purchase order.

At least 70% of the requirement mentioned below should be AVAILABLE (A) i.e. Response should be A in 115 points out of 165 to qualify

S.no	Requirements	Response (A/ C)
	Dashboards, Analytics and Reporting	
1	Each module should have a graphical user-friendly interface. Each module MUST have a consistent interaction mechanism with consistent look and feel.	
2	The system should provide an interactive dashboard with visualizations of data in various simple formats for quick decisions and analysis	
3	The system must provide a functionality to enable and support a broad range of Business Intelligence data visualization tools, including; (i) display of multiple diverse objects on a page like table, picture, text (ii) various types of charts eg. Bar, scatter, combination, pivot, line, radar, area, stacked bar etc. (iii) meters and gauges (iv) 2D and 3D charts and graphs	

4	The system should provide the functionality to search, filter, group, view and report by various parameters including, but not limited to; (i) all user entered and defined data fields (ii) all system captured and stored data (iii) all aspects of procurement, inventory and finance process	
5	Simple and Intuitive navigation between functions such as drop-down menu driven options for common/known data fields	
6	The system MUST provide a facility for creation of users and subsequent responsibilities for the maintenance of the users	
7	Have an interactive and online help facility	
8	Automatic population of known fields to reduce data re-entry	
9	Configure Mandatory and Optional fields in the various documents to control data input	
10	The system must provide industry standard integration mechanisms to facilitate integration with other systems in the Bank and this integration should facilitate STP	
11	The system should be able to keep time stamped logs of all user activities on the system	
12	For authorized administrators to configure reports access rights and grant or restrict access and view of reports and data in line with user's access privileges	
13	The system should provide the functionality to create and display highly-formatted, print-ready and interactive reports in various formats including, but not limited to; (i) tabular (ii) columnar (iii) cross tab or pivoted (iv) banded	
14	Ability to create reports and export them to MS Word, MS Excel, Email or PDF or universal standard formats. The system should also be able to accept imports of data from other formats.	
15	For users to schedule and automatically generate, print and	

	distribute reports on a pre-determined basis defined by the user	
16	For users to export standard pre-packaged and user defined reports to various file formats and software such as, but not limited to; (i) MS Excel, MS Word (ii) PDF (iii) CSV File (iv) XML file (v) 3rd Party BI Software Packages	
17	The system should provide the functionality to configure, add, delete and modify fields in reports	
18	Ability to support the following print output modes for each report generated by the system: (i) Printer (ii) Email (both as an attachment and as a screen shot) (iii) Screen / Preview (iv) export into various forms e,g Excel, Word, Pdf	
19	System should capture all the Due Diligence Information of the customer base of the institution. It should also capture Due Diligence data on Beneficiaries and connected parties.	
20	System should provide for capturing customer due diligence details like source of funds, expected nature and level of activity in the account, expected origin of the funds into the relationship, details of occupation / employment of the customer	
21	List Screening Report (Match with UN, OFAC, Internal Lists) for new & existing customers	
22	Transaction Report	
23	Audit Log Report	
24	Transactions in High Risk Currencies/ Countries	
25	Transactions in Watched Account	
26	Customer Comprehensive Report	
27	List of Dormant Accounts	
28	KYC Gap Report	
29	Frequent Change In Address/ Important Information	
30	Duplicate Data Report	
31	Blocked accounts report	
32	Alert Statistics Report	
33	Risk Update Report	

34	The system should have reporting capabilities as defined by the Regulator	
35	Should have the ability to produce reports detailing the entire history of the account in question.	
	Know Your Customer Requirements	
36	Where the respective core banking system does not have provisions to capture the KYC information, the AML software should provide facilities to enter the missing data - Data Enrichment	
37	The system should validate the CIF data and warn the user for missing data elements.	
38	The solution must provide interface facility to update Risk Classification from AML system to CBS	
39	The system should have the flexibility to define the mandatory customer fields to be captured by combination of account type & customer type	
40	KYC Gap - Mandatory Fields Missing Report should provide details of account wise missing data which has not been captured in the system. The report should display the names of those customers, which have not provided any specific mandatory information about themselves to the BANK.	
41	The solution should generate report for Branchwise Customer Id due for KYC updation as per RBI Guidelines .	
	Risk Categorization	
42	System should be able to categorize accounts into risk categories in a flexible manner in accordance to the guidelines advised by the Regulatory Authorities, the Bank concerned and internationally recognized best practices.	
43	The risk rating should be based on both customer and	
44	account/portfolio related parameters. (Detailed note on the Risk Rating mechanism / functionality to be provided).	
45	Factors/ Weightage should be user configurable by the bank	
46	The solution should support risk profiling of customers based on country of origin, country of residence, occupation, STR filed, customer type, account type, KYC gaps etc.	
47	The system should provide a risk over-ride capability with admin having the option to manually set the risk	

48	The system should support reassessment of customer risk-. Risk Assessment Reports should be provided	
49	Risk Dashboard should be displayed view month wise change in risk profile of customers	
	Customer Profiling & Transaction Monitoring	
50	Describe how the AML software provides the ability to create accurate, verifiable, compact customer baseline profiles from historical data as well as from initial data obtained at the inception when account is opened.	
51	The solution should validate customer's current activity with these profile patterns to identify unusual or deviant activities.	
52	Transaction attributes like value, frequency, time, channel, instrument, channel, instrument, branch etc. should be analyzed by the system to build multi-dimensional profiles.	
53	Transaction Monitoring should be a combination of rules defined and profile deviations	
54	The system should provide rule based suspicious transaction identification.	
55	The system should have the ability to update above rules incorporating new scenarios of suspicious transactions	
56	The system should have alert scenarios for individual transaction as well as historical transactional behaviour	
57	The system should have provision to define multiple benchmarks for alert scenarios based on customer type, nature of business, branch, country & account/portfolio risk.	
58	The system should have provision to create user defined rules	
59	The system should be able to schedule the frequency of the alert	
60	The Suspicious Transaction Reporting (STR) in the solution should be auto populated in line with the Regulatory requirements.	
61	Regulator defined formats for STR; CTR may change from time to time. This should be handled by the vendor and provided as part of AMC.	
62	Ability to identify related party transactions	
63	Ability to offer Advanced Visualization tools between customers and accounts as well as other customers	
64	Offer diverse investigation practices into the solution's workflow	

65	The system should comply with local regulations, Guidelines on KYC AML & Combating Terrorism Financing and any other circular as per the Central Bank	
66	The system should address and be compliant with the recommendations laid down by FATF, FATCA and any other international body as may be required	
	Case Management	
67	Solution should provide complete and comprehensive case management module with Facility to store alerts, emails and all necessary information recorded by the surveillance officer to substantiate the case should be present.	
68	The system should support analytical capabilities for analysis and investigation of cases	
69	The case management utility should have provision to define roles for the officers involved	
70	Should be possible to prioritize cases according to predefined rules in the case management system.	
71	Multiple cases pertaining to the same customer must be linked and reported	
72	Option to reassign cases where needed by the administrator should be provided.	
73	The system should support entering comments and attach supporting evidence, i.e. check image, list of transactions etc., to the cases	
74	Facility to attach / import external documents to case 'files', including scanned images and word documents to be provided.	
75	The system should have facility to escalate the case to next level after completion of the role assigned to a user up to logical conclusion of the case. Option to email to users should be available	
	Sanction Screening Requirements	
76	System should manage blacklists provided by regulatory authorities such as the lists provided by the Regulatory, OFAC, List issued time to time by the law enforcement agencies, PEP lists, UN Sanctioned list etc. It should also be possible to add new lists as and when they are introduced in future.	

77	Support for list scanning of account/customer database against watch lists – incremental screening should take place if there are any updates to the watch list data or the customer data.	
78	Bank should be able to create watch lists of customers &	
79	non-customers. Batch upload of customized lists should be possible. Changes to this watch list should also be tracked, with complete audit trail.	
80	The AML system should provide a list manager that will be used to manage various lists like OFAC-SDN and	
81	Politically Exposed Peoples (PEPs). Users should be able to maintain internal Watch-lists to monitor their customers	
82	Bank should be able to reduce false positives by creating a white list in which user can add customers who have matched with lists but are not deemed suspicious i.e. support for exclusions of names to avoid multiple false hits	
83	Support for advanced search techniques like Phonetic and Fuzzy Logic in Name search	
84	The AML system should enable the user to refine the search criteria from Exact Match to Similar Sounding, Partial Name Search, Initials Search, and Sub String search.	
85	The user should also have a provision to search for Duplicate Data regarding a customer to check for multiple accounts (hidden) for a customer within a bank.	
86	All new customers as well as existing customers should be checked against blacklists, watch lists and white list.	
87	Offers Real time sanctions screening capability for customer	
88	Offers PEP screening capability and adverse media search.	
89	System should manage blacklists provided by relevant bodies e.g. UN.OFAC,EU,HM, PEP lists , internal Watch-lists to monitor their customers etc.	
90	It should also be possible to add new lists as and when they are introduced in future.	
91	Support for list scanning of account/customer database against watch lists – incremental screening should take place if there are any updates to the watchlist data or the customer data	

92	Bank should be able to create watch lists of customers & non-customers. Batch upload of customized lists should be possible. Changes to this watch list should also be tracked, with complete audit trail.	
93	Support for advanced search techniques like Phonetic and Fuzzy Logic in Name search	
94	The AML system should enable the user to refine the search criteria from Exact Match to Similar Sounding, Partial Name Search, Initials Search, and Sub String search.	
95	The system should be able to manage false hit results from the list screening process.	
96	All new customers as well as existing customers should be checked against blacklists, watch lists and white list.	
97	The user should also have a provision to search for Duplicate Data regarding a customer to check for multiple accounts (hidden) for a customer within a bank.	
Link Analysis		
98	System should be able to trace direct and indirect links between customers in the bank	
99	System should be able to trace direct and indirect links between customers in the bank	
100	The AML system should provide a Link Tracer that defines and tracks a multitude of relationships between customers. The Link Tracer should enable the compliance officer to analyze the complexity of a relationship and associations	
Alerts Management		
101	The system should enable user to effectively manage alerts generated from the time of generation till such time an appropriate action is taken	
102	Any/all actions taken by the investigating officer should be recorded in the system.	
103	The user should be able to view details of all alerts fired on customer as well as all the necessary transactional details with respect to the specified customer.	
104	The system should support alert justification recognition i.e. the user should be able to ascertain the reason behind the alert	
105	The system should have facility to manage false positives.	

106	It should be possible to re-run any rule at any time and “asof” any past date.	
107	The system should provide the user the option to drill down into the details of the transaction on which the alert was generated.	
108	The system should have provision for resource allocation & work load balancing for alerts assignment	
109	The user should have the facility of filtering alerts based on parameters such as time, customer, product and alert type	
110	The system should have the feature to prioritize alerts	
111	Module for Alert Assignment to be available in the system.	
112	The AML system should allow the users to pre-assign alerts to single or multiple users.	
113	The system should have complete audit trail of the alert generated.	
114	Manual Alerts – These alerts should be primarily based on observations made by the Relationship Manager, user or any other employee of the BANK. The AML system should allow the BANK to parameterize subjective alerts based on requirements and to modify and add alerts as and when required	
	Suspicious Transaction Scenarios	
115	Sudden surge in activity level for account/client- value	
116	Sudden surge in account/client volume	
117	Transactions below reporting limit for client	
118	New account opening followed by quick withdrawal- account level & client level	
119	Repeat deposits above given threshold for account or client	
120	Consecutive withdrawal transactions for account	
121	Fund in fund out/ cash in cash out	
122	High value transactions with a country with high ML risk	
123	Deposit above given threshold for account/ client	
124	Cash withdrawal above given threshold for account/ client	
125	Transactions in dormant account	
126	New account opening followed by quick deposits of Substantial sums	
127	Large cheque deposit above a given threshold	
128	Transaction above given threshold for account/ client	

129	Transactions deviating from net worth / income	
130	Many to One Fund Transfer or One to Many Fund Transfer	
131	Transaction involving a country with high TF risk	
132	Multiple Accounts with common name and address	
133	Repeated small value inward remittance from unrelated parties followed by immediate ATM withdrawals	
134	High value cash transactions inconsistent with profile	
135	Customers matched with names under watch lists	
136	Credit transaction exceeding the declared/accepted profile	
137	Unusual activity in Overdraft accounts	
138	Accounts turnover breaching threshold limit	
139	Only cash transactions in newly opened accounts	
140	Common beneficiary for incoming payments	
141	Cash deposits to numerous accounts under same base number	
142	High cash transactions ratio in corporate accounts	
143	Cash in cash out matches	
144	Transactions in high risk accounts	
145	Credits greater than principal for Loan accounts	
146	Frequent Foreign exchange transactions	
147	Loan Repayment from account not associated with the contract	
148	Loans sanctioned to high risk Customers	
149	Unusual interest rates on loans and fixed deposits	
150	Predominant cash transactions in an account	
151	Multiple credits to same counterparty	
152	Transactions in Minor accounts	
153	Blocked account report	
154	Funds in funds out (transfers)	
	Security & Administration	
155	Complete and comprehensive security from unauthorized access and misuse should be available along with necessary audit trail detailing every user's activity.	
156	System must have a Login ID and password for each user for logging into the system.	
157	Passwords must be kept encrypted in the database and should not be visible using any source.	
158	The number of levels / rights assigned to each level should be user configured by the bank	

159	Option to grant modular access to the different menu options and fields to the different users should be configurable by the administrator	
160	System should provide Maker/Checker facility for critical modules	
161	Access to the system for all the users should be available only through menu selection of the user interface.	
	Audit Trail	
162	There should be a comprehensive audit trail detailing every user activity.	
163	Audit Logs should be generated in multiple formats – pdf, rtf, xls etc.	
164	The system should have complete audit trail of the alerts generated.	
165	Audit trail of rule-changes to be maintained and system / product limitations of user rules, if any, to be mentioned as a footnote.	
	Total	

6.4 Hardware Specifications

The Bidder has to submit the hardware specification document covering exhaustive list of all hardware items, software items (like OS, DB etc.) with their configurations to the Bank for implementing the proposed solution in accordance with the requirements of the proposed solution. The sizing should be done keeping in mind the fact that the application will be used by the Bank for a period of -5- year (extendable further for 2 years at Bank's discretion). The Bank reserves the right to procure the same from the bidder or from open market. However, the shortlisted bidder will assist Bank in below tasks related to hardware:

- Install the proposed solution on the hardware infra as recommended by the Bidder.
- Recommend any enhancements/upgrades to the hardware and the software installed on same, to ensure that the application functions as required.
- Support Bank in replacing/upgrading any software like OS, DB etc. that goes end of life/end of support to ensure that the proposed application functions as required
- Support Bank team to ensure maintenance activities that are carried out as and when required.
- Assist Bank team in ensuring compliance to various guidelines issued by RBI, other regulatory bodies, government etc.

Tentative no of Transactions is as specified below:

Sr. no.	Transaction Information	Year 1	Year 2	Year 3	Year 4	Year 5
1	Average No of Transactions per day from Branch Network	150000	180000	232000	292000	335000
2	Average No of Transactions per day from Channels and interfaces	100000	126000	158000	195000	223000

7. Section VI : Financial Bid Format

Sr. No.	Particulars	Total Amount
1.a	One time Application Software/license cost – Perpetual	
1.b	Third-Party Application Cost (if any)	
2	Implementation Cost & Integration Cost (One Time Cost)	
3	Other Cost (If Any, Please specify)	
4	Annual AMC/ ATS Charges on per annum basis	
	GRAND TOTAL OF PROPOSED SOLUTION in INR (Excluding GST/Other taxes)	

(Signature of Authorized Signatory)

(Name, Designation and Address)

(Seal of the Company)

Date:

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