### **REQUEST FOR PROPOSAL**

to appoint

# **CONSULTANT**

for the

**Core Banking Solution Project** 



RESERVE BANK OF INDIA
Department of Government and Bank Accounts
Core Banking Division
3rd Floor, Amar Building, Fort
Sir P.M. Road, (Perin Nariman Street)
MUMBAI – 400 001, INDIA



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#### REQUEST FOR PROPOSAL

# CONSULTANCY SERVICES FOR THE CORE BANKING PROJECT

Reserve Bank of India invites sealed tenders for appointment of Consultant to provide consultancy for the Core Banking Solution Project in the Bank. The consultancy would be an end-to-end consultancy to be executed in various phases starting from study of the Bank's existing IT systems/solutions to the implementation and roll-out of Core Banking Solution across the Bank's various offices and departments. The study covering the scope, defined later in this document would include suggesting the best way forward keeping in view costs, already available IT infrastructure, time frame and efficiencies. Reserve Bank of India is looking for consultancy from reputed consulting companies having previous experience in handling successfully similar IT Projects for banks in India, and particularly Core Banking Solution (CBS) beginning with internal assessment of the requirements to the RFP phase for selection of System Integrator (SI) and up to the completion of the project.

#### Tender schedule is as follows:

Tender Reference	RFP for appointment of Consultant for the CBS Project - Issue date May 4, 2009
1011401 11010101100	For appointment of Consultant for the Core Banking
	Solution Project at Reserve Bank of India, Mumbai and its
Purpose	offices in India
Pre-bid clarifications	
meeting date	May 12, 2009 at 2.30 pm. Venue as in 5.2.11
Last Date for Downloading	
RFP with Tender Forms	
from Bank's website	May 24, 2009
Second Pre-bid	
clarifications meeting date	May 26, 2009 at 2.30 pm. Venue as in 5.2.11
Last Date for Submission	
of Tenders	Up to 5.00pm of June 8, 2009
Address for submission of	
Tender	As in 5.2.11
Date of Opening Technical	
Bids	To be announced
Contact Numbers	022-22635218, 022-22635219, 022-22635221,
Fax Number	022-22635220
e-mail address	cbsdgba@rbi.org.in

Bid submission, queries and all other terms and conditions are detailed in the following sections of this document. Address for communication is as given in the *cover page* unless other-wise expressed specifically in any part of this document for a specific requirement.

The Tender Document comprises the Request for Proposal (RFP). This document has to be read in its entirety. The terms and conditions for the tender encompasses all the terms and conditions mentioned in this document. The contents of this document are listed in the Table of Contents.



# **TABLE OF CONTENTS**

Chapte	er 1 – INTRODUCTION	6
1.1	Introduction and Objectives of the Proposed Core Banking Solution Project	. 6
1.2.	Products and Services Offered by the Bank	. 9
	·	
Chapte	er 2 – Overview of existing suite of applications	12
2.1	Overview of existing suite of applications	
	3 J J	
Chapte	er 3 – Objective of CBS and Scope of work for Consultancy Services	18
3.1	Objective of CBS	
3.2	Scope of work for the Consultancy	
3.3	Phases of the CBS Project::	
0.0		
Chapte	er 4 – Bidders' Eligibility Criteria and Criteria for Evaluation	29
4.1	Bidders' Eligibility Criteria and Criteria for Evaluation	
	Diddoro Englishity Ortona and Ortona for Evaluation	_,
Chante	er 5 – Two Stage Bidding process	34
5.1	Two-Stage Bidding Process	
5.2	General Guidelines	
5.2	Instructions for Tender Submission:	
5.4	General Guidelines:	
5. <del>4</del> 5.5	Clarification on the Tender Documents.	
5.6	Amendments to Tender Document	
5.7	Language of Bids	
5.8	Period of Bid Validity	
5.9	Format and Signing of Bid	
5.10	Correction of Errors.	
5.11	Domestic Presence of the Consultant.	
5.12	Acceptance or Rejection of Bid.	
5.13	Duration and Condition of Engagement.	
5.14	General Terms and Conditions	
5.15	Other Terms and Conditions:	
5.16	Remuneration Fee and Terms of Payment.	
5.17	Terms of Payment and Billing:	
5.18	Opening of Bids	
5.19	Evaluation and Comparison of Bids	
5.20	Notification of Award	
5.21	Authorised Signatory	44
5.22	Signing of Contract	44
5.24	Vicarious Liability	44
5.26	Assignment	45
5.27	Non-Solicitation	45
5.28	No Employer-Employee Relationship	45
5.29	Subcontracting	45
5.30	Design Ownership	45
	-	
CHAPT	ER 6 - CONTENTS AND FORM OF RESPONSES	46
6.1	Content and Form of Responses	
6.2	Tender Response	



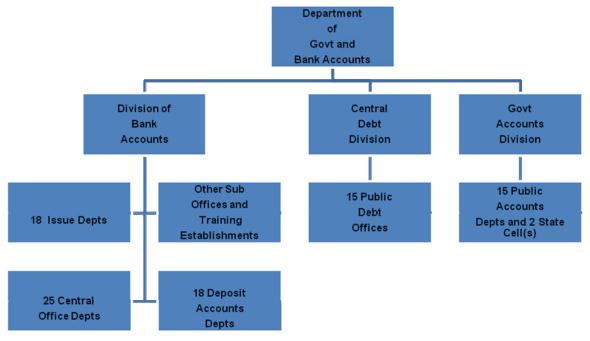
6.3	Commercial Bid		47
6.4	FORMS		47
Chant	er 7 – Broad Terms and Conditions of the Co	ontract	10
7.1	Broad Terms and Conditions of the Co		
7.1 7.2	Definitions		
7.3			
7.3 7.4	Application		
	Standards		
7.5	Income Tax Clearance Certificate (ITCC)		
7.6	Governing Language		
7.7	Applicable Law		
7.8	Notices		
7.9	Contract Amendments		
7.10.	Use of Contract Documents and Information		
7.11	Indemnification		
7.12	Cancellation of Contract and Compensation		
7.13	Performance Bank Guarantee		
7.14	Prices		
7.15	Resolution of Disputes		
7.16	Delays in the Bidder's Performance		52
7.17	Liquidated Damages		
7.18	Force Majeure		53
7.19	Documents		53
7.20	Ancillary Services		53
7.21	Payment Terms		53
7.22	Taxes and Duties		54
TECH	NICALBID FORM – CBS Project	Annex A	55
	IERCIAL BID FORM – CBS Project	Annex B	
	LIANCE CERTIFICATE: TECHNICAL BID	Annex C	
	LIANCE CERTIFICATE: TECHNICAL BID		
_	ATED EFFORT AND ELAPSED TIME	Annex E	
	OSED TEAM PROFILE:	Annex F	
PEKF(	ORMANCE BANK GUARANTEE	Annex G	66



#### Chapter 1 – INTRODUCTION

# 1.1 Introduction and Objectives of the Proposed Core Banking Solution (CBS) Project

- The Reserve Bank of India was established on April 1, 1935 in accordance with the 1.1.1 provisions of the Reserve Bank of India Act, 1934. The Reserve Bank of India, being the central bank of the country and monetary authority, performs certain key fiduciary functions, amongst others, such as banker to banks, banker to the Government (Central and State), agency services for managing public debt, holding the custody of statutory reserves including foreign exchange reserves and sole authority for issue and management of currency apart from performing regulatory and supervisory functions over the banking and non-banking systems in India . The Reserve Bank has 26 Regional Offices (ROs)/Branches/sub-Offices, clearing houses that it runs in some locations in the metro centres and three training establishments. The Reserve Bank is statutorily required to prepare and transmit to the Central Government a weekly statement of accounts of the Issue and Banking Departments in a form prescribed by the Government. This statement is prepared as at the close of business on Friday. The same form holds good in the case of annual balance sheet of the Bank forming part of annual accounts, adopted by the Central Board of the Bank. While two separate balance sheets are prepared for the Issue and Banking Departments, only one Profit and Loss Account is prepared for the entire Bank. The Profit and Loss Account is prepared in the form prescribed by the Reserve Bank of India General Regulations, 1949, being the regulations made under the provisions of the RBI Act.
- 1.1.2 **The Organisational Structure** for carrying out the accounting functions for the banking and currency transactions is illustrated below:





- The Banking and Issue Departments function under the jurisdiction of the Regional Offices (mostly at state capitals). Traditionally, the three departments, namely the Deposit Accounts Department (DAD), the Public Accounts Department (PAD) and Public Debt Office (PDO) conduct the banking functions, on behalf of the customers of the Bank such as banks, Central and State Governments etc. These three departments along with Estate Department and Establishment Section form the Banking Department in a Regional Office. The Central Accounts Section (CAS), Nagpur maintains and operates the Principal Deposits Accounts of the Central Government and State Governments for whom RBI acts as banker. All day-to-day Government transactions effected at the Bank's offices, branches of agency banks and Central Accounts Section are ultimately accounted for at CAS, Nagpur. CAS Nagpur also accounts for inter-Government adjustments and rectification of errors. There are other Central Office (CO) Departments which also execute banking transactions that are related mainly to market operations. Some of these departments stylised as Independent Accounting Unit (IAU) maintain their own books of accounts.. All transactions, external as well as internal (inter-Office and interdepartment), balances, investments etc., are routed through and carried out in the books of accounts maintained by DAD. The Bank has the sole right to issue currency notes and the Reserve Bank's responsibility is not only to put currency into circulation or withdraw it, but also to exchange notes and coins into such other denominations of notes and/or coins as may be required by the public. All transactions relating to issue of currency notes are accounted for separately, in the Issue Department. The Issue Department is liable for the aggregate value of the currency notes in circulation from time to time and it maintains eligible assets for equivalent value. The assets, which form the backing for note issue, are kept wholly distinct from those of the Banking Department. Consolidation of all these accounts, both Issue Banking Departments, from various Offices is done at the Central Office, which is Department of Government and Bank Accounts (DGBA), at Mumbai. Based on the consolidation of accounts, weekly accounts of Issue and Banking departments as well as annual balance sheet of the Bank are prepared in DGBA.
- 1.1.4 The Reserve Bank of India manages, issues, and services the Public Debt on behalf of the Central and State Governments. It involves issue and retirement of rupee loans, interest payment on them, and all matters pertaining to debt certificates and their registration. These functions are attended to by the Public Debt Offices (PDO) of the Reserve Bank of India functioning at various ROs. However, the public debt per-se does not form a part of the Balance Sheet of the Reserve Bank but the stock and flow of the public debt for both Central and State Governments are maintained by the Reserve Bank.
- The management of Clearing Houses is undertaken by the Bank at most of the centres 1.1.5 where it has its own offices or branches. The Bank is a member of the Clearing House at these centres like the other member banks for the clearance of cheques and other payment instruments, and has accordingly the same responsibilities and obligations as the other members. Apart from being a member of the clearing house that it manages, the Bank also acts as the settlement bank for various types of clearing conducted in such clearing house managed by it. The settlement of funds, wherever the Bank is conducting the clearing house, of all types of clearing such as MICR (Magnetic Ink Character Recognition), High value clearing, respective return clearing, National Electronic Clearing System (NECS), National Electronic Fund Transfer (NEFT), etc. is effected through the books of DAD. The Real Time Gross Settlement (RTGS) established by the Bank is a systemically important payment and settlement system in which interbank, call money and forex clearing settlements etc are settled at Mumbai. RTGS transactions enable transfer of funds on a real time basis between RTGS member banks' customers within the national boundaries and these transactions are settled through the books of the Bank at DAD Mumbai. The DAD's accounting system at Mumbai and the RTGS are tightly coupled.



1.1.6 Certain CO Departments also use the banking system with different objectives. Some of the departments could perform banking transactions as a part of market intervention or use the data that emanate out of the transaction processing systems. The transactions that are performed for market intervention pass through the books of accounts maintained, as mentioned earlier, by DAD. However, the CO departments that regulate scheduled commercial banks, co-operative banks, non-banking companies and financial institutions, market operations, payment and settlement systems use data such as outstanding balances, compliance of statutory reserve maintenance, intraday funds position etc in accounts at various DADs. Similarly, data relating to balances maintained by Central and State Governments by the departments concerned are consolidated for onward dissemination.

1.1.7 The organisational structure of the Bank for carrying out its various tasks is presented as under:

Offices					
Chennai	Chennai Kolkata Mumbai				
New Delhi					
	Branches				
Ahmadabad	Bangalore	Bhopal			
Bhubaneswar	Belapur, Mumbai	Chandigarh			
Guwahati	Hyderabad	Jaipur			
Jammu	Kanpur	Lucknow			
Nagpur	Patna	Thiruvananthapuram			
	Sub-Offices				
Panaji	Raipur	Ranchi			
Shimla	Srinagar	Kochi			
Dehradun					
	Central Office Departments				
Department of Administration	Department of Banking	Department of Banking			
and Personnel Management	Operations and Development	Supervision			
		Department of Expenditure			
Department of Currency	Department of Economic	and			
Management	Analysis and Policy	Budgetary Control			
Department of External	Department of Government and	Department of Information			
Investments and Operations	Bank Accounts	Technology			
		Department of Statistics			
Department of Non-Banking	Department of Payment and	and Information			
Supervision	Settlement Systems	Management			
Foreign Exchange		Human Resources			
Department	Financial Markets Department	Development Department			
	Internal Debt Management				
Inspection Department	Department	Legal Department			
Monetary Policy Department	Premises Department	Rajbhasha Department			
Rural Planning and Credit					
Department	Secretary's Department	Urban Banks Department			
0	Description of all October 18	Customer Service			
Central Security Cell	Department of Communication	Department			
Reserve Bank of India	15 Banking Ombudsman				
Services Board	Offices				
Contro for Advanced Financial	Training Establishments	December Death Otal			
Centre for Advanced Financial	College of Agricultural Banking,	Reserve Bank Staff			
Learning (Bankers' Training	Pune	College, Chennai			



College}, Mumbai				
	Zonal Training Centres			
Kolkata	Chennai	New Delhi		
Belapur				
	Research Institutes			
Indira Gandhi Institute of	Institute for Development and			
Development Research,	Research in Banking			
Mumbai	Technology, Hyderabad			
Others				
Deposit Insurance and Credit	Banking Codes and Standards			
Guarantee Corporation	Board of India			
(DICGC)				

- 1.2. Products and Services Offered by the Bank are similar to the ones offered by commercial banks and yet uniquely different. The Reserve Bank does not perform any retail function for individual citizens/firm etc as how a typical commercial bank functions. Reserve Bank's banking transactions are centered around its account holders who are banks, Central and State Governments, Financial Institutions etc. The products and services offered as of now by the Bank are summarised as under:
- 1.2.1. <u>As a banker to Government</u>: The Reserve Bank provides a full range of related services to Government. These include receipts and payments, collection of money (local and through clearing house), exchange, remittance transactions, performing functions related to documentary credit, management of public debt and issue of new loans, handling the foreign exchange transactions of the Government of India, investment of surplus funds of Governments, providing safe custody facility, provision of ways and means advances, management of special funds like Consolidated Sinking Fund, Guarantee Redemption Fund, Calamity Relief Funds, National Defence Scheme, etc., issue and management of tap bonds like Relief Bonds, administration of the scheme for disbursal of pensions of Central and State Governments' employees through public sector banks, and as an advisor to Government on all matters involving monetary and economic issues.
- 1.2.2. The main banking services that are offered are:
  - i) Receipts
  - Receipt of money in cash, through clearing or by transfer for credit to Government account;
  - b) Classification and recording thereof under major heads of each Government Account;
    - c) Issue of receipt in the form of receipted challans; and
    - d) Balancing of accounts at the end of the day.
  - ii) Payments
  - a) Payment of cheques, interest warrants and Income-tax Refund Orders, etc. in cash, through clearing or by transfer;
  - b) Classification and recording thereof under major heads for each Government account; Maintenance of drawing, assignment and personal ledger accounts; and Balancing of accounts at the end of the day.
  - iii) Collection of Money
    - Local -Through Clearing House and Outstation -Through National Clearing Cells, our Offices, State Bank of India, its associates and other banks.
  - iv) Remittance of Money
    - Inland Through the Remittance Section of Deposit Accounts Department. Foreign Through State Bank of India and Associate banks.



#### v) Statement of Accounts

Preparation of statement of accounts under 7 Main Accounts viz., State, Central (Civil), Railways, Posts, Telecommunications, Defence, and Departmentalised Ministries Accounts and furnishing them to respective Audit / Controlling offices as also submission of periodical statements to the officials concerned.

- vi) Transfer of month-end balances in the Government deposit accounts to Central Accounts Section, Nagpur.
- vii) Supervision and conduct of Clearing House. Reserve Banks runs the Real Time Gross Settlement system at Mumbai..
- viii) The work relating to the scheme of departmentalisation of Ministries Accounts.
- ix) Issue and encashment of Treasury Bills.
- x) Making financial arrangements for the Indian Missions abroad as per the instructions issued by Government of India/Reserve Bank of India (Department of External Investments & Operations), reimbursement to State Bank of India under various programmes etc.
- xi) Inspection of government business handled by public sector banks
- xii) Payment of turnover commission to public sector banks for handling various Government schemes.
- xiii) Production of documents as evidence in the Courts and other allied matters, attending to prohibitory / attachment orders served by courts, etc. attaching Government balances.

#### 1.2.3. As a banker to banks and financial institutions the main activities are:

i) Maintain current accounts of Scheduled/Non-Scheduled Banks, State Cooperative Banks, Financial Institutions, Foreign Central Banks, International Financial Institutions, Mutual Funds, Primary Dealers, Satellite Dealers or any other specific institutions as approved.

#### Nature of transactions

Cash deposits and payments, clearing adjustments, inter-bank transfers, transfer scrolls, transactions arising out of purchase/sale of securities including Treasury Bills/Foreign currencies, sanction/repayment of loans and performing functions related to documentary credit.

- ii) Remittance Facility:
  - a) Issue of Telegraphic Transfers, and Drafts (do we still have TTs??)
  - b) Encashment of Telegraphic Transfers, and Drafts.
- iii) Loans and Advances:
  - a) Sanction Loans and Advances to Scheduled Commercial/Co-operative Banks/State Co-operative Banks, Financial Institutions and Primary Dealers up to the fixed limits and also to State Governments (other than ways and means advances) under various Sections of the Reserve Bank of India Act.
  - b) Monitor repayment of loans and interests on regular intervals.
  - c) Recover proceeds on maturity of Treasury Bills
- iv) Miscellaneous Functions
  - a) Purchase/Sale of foreign currencies
  - b) Purchase of Telegraphic Transfers/Demand Drafts
  - c) Maintenance of internal accounts of the Bank including day book, Clean cash book etc
  - d) Preparation of Weekly Statement of Affairs
  - e) Preparation of periodical Profit and Loss Account,
  - f) Income and Expenditure Analysis
  - g) Half Yearly and Annual Closing of Accounts



- h) Issue of Payment Orders
- i) Sale of Bank's publications
- j) Issue of cheque books and maintenance of inventory thereof
- k) Payment of Interest warrants issued by Financial Institutions
- 1.2.4 Main functions in administration and management of the public debt in various forms are:
  - (a) Issue of new loans of the Central and State Governments
  - (b) Issue of Compensation and Rehabilitation Grant Bonds under Land Tenure Abolition enactments of State Governments;
  - (c) Payment of interest/instalment/annuity on Government securities;
  - (d) Enfacement of securities at a treasury, sub-treasury or a branch of an agent bank:
  - (e) Renewal, consolidation and sub-division of securities and their conversion from one form into another:
  - (f) Audit of interest/instalment/annuity payments made at treasuries, sub-treasuries or branches of agent banks;
  - (g) Dealing with disputed claims, lost, stolen, destroyed, mutilated or defaced securities and such other cases that fall within the scope of the Public Debt Act and the Rules framed thereunder;
  - (h) Deposit of securities in safe custody and payment of interest/annuity thereon;
  - (i) Payment of commutation value in respect of Annuity Certificates;
  - (j) Repayment of loans;
  - (k) Registration of nomination/cancellation of registration of nomination in respect of Relief Bonds.
- 1.3 **Objective of CBS:** The existing suite of applications presented in the following chapter of this RFP have been serving the Bank well. However, keeping in view the current state of advancement in the banking technology, both products and IT infrastructure, as well as future requirements, it has been decided to revamp the current systems with CBS. The core objective of implementing CBS has been to have, irrespective of hardware structures and software functionalities, a cross functional and seamless integration of the banking operations i.e. operations in DAD, PAD, PDO and CAS, Nagpur applications along with other banking functions as a total solution paving way for virtual banking department running on a single GL and also achieve other benefits in the process. The objectives of CBS and the scope of consultancy have been detailed in Chapter 3 of this RFP. In brief, CBS should give all round benefit to the Bank as well as its customers i.e. banks, Central and State Government account holders and the financial system at large by establishing an efficient single point gateway between the Bank and the financial system in India.



### CHAPTER 2 – OVERVIEW OF EXISTING SUITE OF APPLICATIONS

# 2.1 Overview of existing suite of applications

2.1.1. IT systems have already been deployed in various functional areas to handle the banking services. These are disparate systems built on different hardware and software over a period of time and they have served well the purpose for which they were deployed. Current status of these systems, the areas in which they are deployed, hardware and software details and their linkage to the General Ledger (GL) for the purpose of final accounting are summarised below. Though these may not be the exhaustive list, nevertheless, they are indicative of the technology driven banking operations.

#### 2.1.2. Current IT applications deployed in the Bank are tabulated as under:

Department	(1) DAD, Mumbai	(2) Rest of 17 DADs	(3) DGBA
Application name	Integrated Accounting System (IAS)	BASIS	Integrated Accounting System (IAS)
Function	Banking transactions and Maintenance of all books of accounts; Weekly and annual closing of books; Profit and loss statements; Income and expenditure statements etc; Reconciliation of books of accounts and MIS reports; tightly coupled with RTGS	This is the legacy system is slated to be replaced by IAS.	DGBA maintains Bank's GL and thus prepares daily, weekly and annual statement of accounts, P & L Statement, Income and Expenditure Statement, Balance Sheet for Issue Department and Banking Department. The DGBA's Accounting Unit module is for maintaining internal accounts pertaining to DGBA and its dependent units (Central Office Departments). The System contains Reconciliation facility for Inter Branch Accounts, Bank Rupee Investment Section module for maintaining Bank's Rupee investment and Issue Department Accounting.
Hardware	Back-end- IBM Mainframe	Intel XX86 server	Back-end- IBM Mainframe
O.S	ZOS	Novel Netware	ZOS
Software	Back-end runs on DB2 and CICS with thick clients running on Win2000 with front-end Win2000/2008 server. Back-end runs on COBOL CICS transactions with DB2 as RDBMS. Front	package. Different DADs are not inter connected. This is a standalone system catering to the transaction needs of local	Back-end runs on DB2 and CICS with 'exe' based thick clients running on Win2000 with front-end Win2000/2008 server. Back-end runs on COBOL CICS transactions with DB2



	End is based on VC++, VB, with DCOM technology.		as RDBMS. Front End is based on VC++, VB, with DCOM technology.
GL Linkage	Linkage only to RTGS and no linkage to DGBA's GL. IAS is operational only at DAD, Mumbai.	BASIS at DGBA: A file based	All units report the closing position for consolidation of accounts at DGBA. There is no automatic GL updation by other accounting units.

Department	(4) IAUs	(5) 15 PADs	(6) - do -
Application name	DBMS based customised packages	CTL	Centralised PAD (CPAD)
Function	These are the legacy system which cater to Internal transactions and are slated to be replaced by IAS.	Transaction processing and accounting package for conduct of Government transactions	- do -
Hardware	Intel xx86 PC	Intel XX86 server	Back-end- IBM Mainframe and UNIX based front-end with web based clients
o.s	Winxx	Novel Netware	ZOS
Software	FoxPro/FoxBASE/Dbase	COBOL based custom built package. This is a standalone system catering to the transaction needs of local Office.	New Java based software using RDBMS is running parallel to CTL. However, the CPAD does not inter connect all PADs. It runs on distributed database model
GL Linkage	No linkage	No linkage	No automatic linkage between inter PADs; no linkage with DAD at present and the STP linkage to IAS is under development.

Department	(7)	(8)	(9)
	PDOs	DAD, Mumbai	CAS, Nagpur
Application name	Negotiated Dealing System (NDS) NDS / CPDO	Real Time Gross Settlement System (RTGS)	CAS Application



Function	Facilitates screen based trading in call money, notice/term money, government securities including treasury bills, repos, certificate of deposits, and commercial paper, etc. On-line trade information through screen based dealing and trade reporting through trade execution system for settlement; Centralised SGL System Centralised database with distributed service Primary Market Operations; Secondary Market Operation; (NDS), SGL Settlement and Basic data maintenance for PDO. Maintenance and servicing of various Bonds issued by the Bank from time to time. Secondary market operations are fully computerised but some processes are done manually.	Real Time Gross Settlement System is systemically important payment and settlement system run by the Bank. All transactions are settled in transitory account(s) during the business day and the account balances are transferred to the current accounts in IAS at the end of the day. IAS which runs the main banking and accounting system is tightly coupled with RTGS for smooth funds flow and accounting.	Comprehensive solution for Government Accounting
Hardware	Back-end- IBM Mainframe	Back-end- IBM Mainframe	ALPHA ES 40 Sever, HP Server
O.S	ZOS	ZOS	UNIX Pru 264 UNIX to Linux
Software		Back-end runs on DB2 and CICS with thick clients running on Win2000 with front-end Win2000/2008 server	Oracle D2K ; Converted to Web Oracle 8.1.5 being migrated Oracle 11g : Oracle Unix
GL Linkage	Centrlalised for all India operations.		Currently No Linkage but there is scope for direct linkage with PAD, DAD applications



Department	(10) Issue Departments	(11) DEBC and Establishment Sections	(12) Clearing Houses including NCCs and CCIL
Application name	Integrated Currency Chest Operations and Management System (ICCOMS)	Integrated Establishment System (IES)	Multiple Net Settlement Batch Files (MNSB) from clearing houses managed by RBI and also other settlements conducted by CCIL such as Securities Settlement System, Foreign Exchange Settlements, NDS-OM (Order Matching system) etc.
Function	Comprehensive solution for managing the function of issue of currency including ID workflow. This covers movement of currency from one office to another office as well as between currency chests and RBI. Also serves as Currency Management Information System.	Comprehensive solution for accounting the staff payments which include salary, loans and advances, allowances, recoveries, interest calculations, superannuation benefit calculations etc.	All settlement files generated out of various settlements such as NEFT, NECS, MICR, Return Clearing, High Value etc. are sent to DADs for effecting the transfer of funds (net position). Normally these go through as flat files and the system at DAD takes these as input and then effects settlements depending upon a member's balance etc.
Hardware	Intel Serve	Zeon server	Multiple systems
o.s	Win 2000/2008 server and web based clients	Win 2000/2008 server and web based clients	- do -
Software	Oracle AS and Oracle Database	Oracle AS and Oracle Database	
GL Linkage	Distributed as well as centralised model with processing at the core centre. Entire accounting for the ID transfers, currency chest transfers and also for withdrawal or deposit of currency in circulation. This is not directly integrated with IAS at DGBA, but the linkage process is on to automate the input for consolidation of accounts.	Not linked to DADs for payments and not linked to IAS at DGBA for consolidation of accounts at present. But efforts are on for integration with IAS as IAS provides API for interacting any external System for posting accounting entries in the books of accounts.	No direct linkage. File upload is done through RTGS at Mumbai and uploaded manually at other centres.

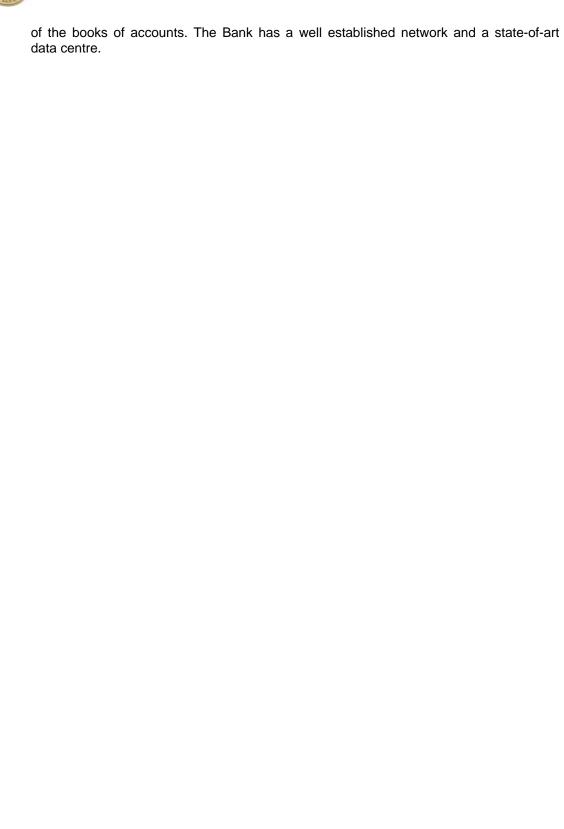


Department	(13) DAD, Delhi	(14) HRDD	(15) Corporate Mail Messaging Solution (MMS)
Application name	Cheque Truncation System	Human Resources Management System (HRMS)	RBImail
Hardware	For quickening the settlement time of paper based negotiable instruments by capturing the image of the instrument and clear the instrument based on its image	Human Resource functions from Recruitment to Post Retirement including Deputations, Training, Welfare Services, Medical Assistance and other Administrative Tasks	Message Mailing System
o.s	NCR supplied devices	Zeon server	Intel server
Software		Win 2000/2008 server with win web clients	Win 2000/2008 server
Function		PeopleSoft customised	Microsoft Exchange
GL Linkage	Not linked	No linkage necessary	No linkage necessary

Department	(16) DEIO	(17) Fixed Asset Management (Deadstock)	
Application name	E-Treasury		
Hardware			
o.s			
Software			
Function	Maintenance of external investments, including accounting for appreciation/depreciation and effecting them on Bank's balance sheet		
GL Linkage	Not directly linked. But linkage efforts are on		

2.1.4 The core of the banking transactions are executed through any one or more of the applications listed above. There are certain regulatory and supervisory wings that get data from these banking transactions like balances held with RBI, SLR balances, loans and advances etc., and these data are culled out from either transactions or a snap shot







# Chapter 3 – Objective of CBS and Scope of work for Consultancy Services

#### 3.1 Objective of CBS

- 3.1.1. Objective of CBS: Though the existing suite of application systems (Chapter 2) have been serving the Bank well, a need was felt to have a relook at the business processes, design and architecture of the current systems keeping in view the future requirements. Consequently, it was decided to select and implement appropriate Core Banking Solution for the RBI which would run on a single GL similar to core banking solution of a commercial bank covering a range of banking activities listed ibid and enhance the system compatibility for multiple delivery channels for the RBI, fitting in to the Bank's IT and financial sector technology vision documents. Thus, the objective of implementing CBS for the Reserve Bank of India is to have, irrespective of currently used hardware structures and software functionalities, a cross functional and seamless integration of the banking transactions i.e. operations in DAD, PAD PDO and CAS (Nagpur) applications as a total solution paving way for a virtual banking department running on a single GL with common database to give a single consistent and dynamic accounting view at the same time achieving other benefits in the process. Usage of the CBS platform/applications would also be extended to Bank's customers i.e. banks, Fls. Government departments etc and regulatory, supervisory wings of the Bank. Since the underlying objectives of CBS are well known, they have not been explicitly stated here but subsumed in this RFP. In order to execute this project having immense value to the financial system, it has been decided to appoint a Consultant of repute, with required competence and proven track record on similar CBS projects.
- 3.1.2. The central banking business processes are different from the typical commercial banking processes and it is envisaged that the commercially available product may or may not be portable in an off-the shelf manner. Nevertheless, the basic banking transactions being the same, with a view to having a robust system there may perhaps be a need to do a basic BPR to tailor the application processes to fit in to Core Banking Product to be chosen/selected. The Consultant would be required to review the IAS application (explained in Chapter 2) and suggest its optimum utilisation or if possible, transform it into a CBS like platform without sacrificing the objectives. Though the timelines for implementation of the CBS would be drawn once the Consultant is appointed, it is expected that the whole effort would be completed within a period of 36 months. This Request for Proposal (RFP) expects and seeks solutions from the Bidders, who have the core competence in offering consultancy services, for assessment of the Bank's various existing systems, identifying gaps, studying the internal and external need(s), carry out necessary BPR, design appropriate model, assist in identifying a System Integrator (SI) through appropriate mechanism in line with CVC quidelines, coordinate, supervise and monitor the development and implementation of CBS at the RBI through the SI adopting international best practices.

# 3.2 Scope of work for the Consultancy

3.2.1. The scope of the assignment from the selection phase to implementation phase is detailed as follows:

The scope of the consultancy services assignment is divided into phases. Grouping of the tasks relate to similarity of the tasks rather than the chronological order in which they need be executed. Tasks listed under various phases may



run concurrently and the timelines for individual task and grouped tasks are to be decided in accordance with the dependencies and other emergent issues in the project Plan prepared in consultation with the Bank. Thus, end to end consultancy for the project is envisaged.

#### 3.2.2. **Definitions**:

- 3.2.2.1 **CBS Project**: "CBS Project" means the Project to implement "CBS Suite of application packages" along with the operationalisation of "Delivery channels", "Payment channels", "integration/interfacing of Core Banking Solution with other CBS Suite of application packages/existing/proposed other systems (as described under "Systems Integration" definition) and establishment of any further required IT infrastructure (including the IT infrastructure required at Central Office/Regional Office/Branch/Bank's other outfits).
- 3.2.2.2 **CBS Suite of application Packages**: "CBS Suite of application Packages" would include all **applications listed at 2.1.1/2 and** which generally refers to the banking application systems that are interlinked around the core of the CBS. As mentioned elsewhere though the CBS suite of applications for the central bank of the country could be different from those that run in the commercial bank, nevertheless they also do form part of banking applications.
- 3.2.2.3 **Delivery Channels**: "Delivery Channels" mean all channels indicated under 2.1.1 and also include the generic banking channels such as ATM, Mobile banking etc.
- 3.2.2.4 **Payment Channels:** "Payment channels" mean all the payment system channels indicated under 2.1.2 and other generic channels used in normal banking operations.
- 3.2.2.5 Systems Integration: "Systems Integration" means the integration/interfacing of Core Banking Solution with existing application systems and proposed systems and also integration with external delivery channels including payment channels and other "CBS Suite of application Packages" including Treasury System, Cash Management System, Risk Management System, Customer Relationship Management System, HRMS, Payroll, Demand Draft Reconciliation System, Inter Branch Reconciliation System, MIS systems, Vigilance Software, Mail messaging solution, Document Management Solution including workflow application, MBB, NMS, Security solutions, other back office applications, generic APIs for linkages with any future applications/systems etc.
- 3.2.2.6 **Consultant**: "Consultant" means the successful bidder who will be appointed by the Bank by floating this RFP in order to assist the Bank in implementing the "CBS Project".
- 3.2.3 The scope of work of the "Consultant" is as follows:

  The "consultant" while providing consultancy services to the Bank from conceptualisation to completion of "CBS Project" should:
- 3.2.3.1 Study the existing business processes, IT Systems and Policies and draw an appropriate strategy for implementation of CBS Project within the overall IT policy of the Bank.
- 3.2.3.2 Identify the business processes that need BPR and carry out basic Business Process Reengineering plan/design in consultation with the Bank.
- 3.2.3.3 Draw a comprehensive Project Management Methodology and assist in managing the whole CBS project



- 3.2.3.5 Recommend suitable models, in terms of architecture (Functional, Operational and Technical and Security), procurement and implementation related to CBS which would fit in to the existing Data Centre/s, Disaster Recovery site and Network architecture already established in the Bank (owned or outsourced or hybrid).
- 3.2.3.6 While designing the CBS suite of applications, requirements relating to banking transaction system reporting, MIS and related data need of each regulatory and supervisory wing have to be considered. The architecture should provide for extracting the data/information either on dynamic or static or periodic basis depending upon the need, requirement and availability, and lay a data warehousing strategy for capturing the necessary information/data from the CBS Project platform so that Bank's already well established CDBMS would be able to fully and objectively utilise the data/information for serving quality, timely and critical input to the different regulatory and supervisory wings of the Bank.
- 3.2.3.7 Monitor and assist the Bank in implementation of entire "CBS Project"
- 3.2.3.8 Provide consultancy for all issues/activities/tasks related to "CBS Project" and also assist and guide the Bank for implementation of "CBS Project".
- 3.2.3.9 Define the functional and technical specifications of CBS Suite of application systems.
- 3.2.3.10 Draft and assist in floating the RFPs for CBS Suite of application systems.
- 3.2.3.11 Carry out the evaluation and assist the Bank in selection process of the SI for the CBS suite of application systems.
- 3.2.3.12 Identify and propose the other needed application systems, IT infrastructure, delivery channels, payment channels, if any, to be implemented along with CBS. Define the functional and technical specifications of said proposed systems, draft and assist to float RFPs for such requirements, evaluate and assist the Bank in selecting the prospective SIs and monitor and assist the Bank in implementing the said other needed application systems and requirements.
- 3.2.3.13"Identify and define the various other service providers, draft and assist in floating RFPs for various other service providers, evaluate and assist the Bank in selecting the prospective of various other service providers and monitor and assist the Bank in providing such services by the other service providers
- 3.2.3.15 Plan, assist and guide the Bank and formulate strategy for "Systems Integration". The consultant should coordinate with various vendors/services providers involved in "Systems Integration"
- 3.2.3.16 While carrying out the activities related to "Systems Integration" related to CBS Project, the inter-relativity of various existing and proposed projects of the Bank should be examined and suggest solutions after taking a macro view and at the same time protecting the investment already done to the extent possible.
- 3.2.3.17 Identify and define "Data Migration Methodology" for all the application systems involved in the CBS Project and should plan, assist, guide the Bank and supervise by formulating strategy for "Data Migration".



- 3.2.3.18 Plan, assist and guide the Bank in effecting the PAYMENTS to the vendors/service providers
- 3.2.3.19 Plan, assist and guide the Bank and formulate strategy in the planning for the Human Resources requirements for implementation of the CBS project, including CBS project team composition, strategy for developing skills of the staff, identification of training needs and preparation of training methodology related to CBS Project. The plan should also include a strategy for knowledge transfer to the Officers of the Bank attached to the Project by associating them with the project during the design, development, testing and implementation of the solution.
- 3.2.3.20 Plan, assist, guide and formulate strategy for the deployment of the existing IT infrastructure being replaced by CBS project.
- 3.2.3.21 While designing and developing the CBS suite of applications, issues such as compatibility with the existing network, connectivity with expected levels of availability, fault tolerance, security, performance and scalability should be addressed after analysing the networking requirement for various applications/systems.
- 3.2.3.22 Plan, assist, guide and formulate strategy for digitising all data, User Acceptance Tests/Audits (third party/internal audits) of CBS suite of application packages which would run on the existing Data centre/s and Disaster Recovery Sites, Network, facility management and other systems related to CBS Project
- 3.2.3.23 Draft and assist in floating RFPs for activities which could fall outside the scope of the SI such as digitisation of data, various Tests, UATs/Audits including data migration audit, evaluate and assist the Bank in selecting the prospective agencies/vendors/auditors and monitor such User acceptance test and audit by third party/internal auditors.
- 3.2.3.24 Draft all agreements/contracts related to CBS project.
- 3.2.3.25 Draft all documents and 'Manuals' related to CBS project which includes modification of existing Banking Department Manual and other manuals in vogue.
- 3.2.3.26 Prepare various guidelines/documents and procedures required by the Bank pertaining to this project.
- 3.2.3.27 Set documentation standards and monitor adherence to these standards
- 3.2.3.28 Carry out all other tasks/activities necessary and incidental to the implementation of CBS project as may be identified from time to time.
- 3.2.3.29 Ensure compatibility of the projects inter-se. The processes involving more than one system should have a straight through processing capability and eliminate cumbersome process, repetitive data entry, etc.,
- 3.2.3.30 While planning and implementing the CBS project the "Consultant" should ensure that the process of switching over to the new systems/projects/processes is smooth and ensures prompt and continuous customer service. The systems and procedures for migration to the new projects/systems should be clearly defined for archiving the past data for access at a later date.

Request for Proposal - Appointment of Consultant for the Core Banking Solution project for Reserve Bank of India



- 3.2.3.31 Programme Management of the CBS project, should include identification and mitigation of Project/programme risk(s).
- 3.2.3.32 The Consultant should assist the Bank in realising project goals and objectives by interfacing between various application system providers/vendors/service providers and the Bank.
- 3.2.3.33 Identify and adopt the best practices and tools for smoother execution of the project
- 3.2.3.34 Define the scope of customisation, legacy systems interfaces, new delivery channels, data cleaning and scrubbing procedures and also review the mapping of various legacy systems with the new solution and draw an action plan to fill the gaps and draw migration strategy for transition to the new architecture.
- 3.2.3.35 Set up of appropriate communication channels and review mechanisms amongst the project stake holders to ensure smooth implementation of the project. The consultant will need to make presentations to various departments of the changes proposed under CBS explaining the benefits to the department concerned and customers of the Bank.
- 3.2.3.36 Define and evaluate the testing scenarios to ensure the quality of deliverables by various vendors/service providers.
- 3.2.3.37 Identify and manage training schedule covering various levels of Bank officials, its IT staff and its business users for technology absorption
- 3.2.3.38 Define Rollout strategies and monitor the rollout.
- 3.2.3.39 Conduct periodical project reviews with the steering committee or with the Bank identified teams.
- 3.2.3.40 Identify the deviations in the implementation, devise action plans to make sure of adherence to implementation schedules and strategies.
- 3.2.3.41 Assist the Bank on cost containment and ensure investment protection by using a suitable cost benefit analysis.
- 3.2.3.42 Ensure that the best of technology with global standards application suites are implemented in the CBS project as, being a single point financial gateway between the central bank and the banking system, this would be critical for smooth flow of funds in the financial sector.
- **3.3** Phases of the CBS Project: The implementation of CBS Project from start to finish have been grouped under different phases and accordingly the scope of work of the "consultant" specified above, as mentioned earlier is indicative and not exhaustive, has been summarised under as under:
- 3.3.1. Phase 1: Selection of System Integrator (SI): The Phase -1 would include activities related to pre-selection of the SI which basically involves study of business processes and systems, study of Infrastructure, submission of Study Report, Preparation of RFP, Inviting bids and Short Listing of System Integrator / finalising the System Integrator as summarised below:



- 3.3.1.1 Study of current business processes and Systems: Conduct study and understand the following:
- 3.3.1.1.1. The entire banking business processes including payment system, clearing processes and IT systems deployed as illustrated at Paragraph 1.2 and Chapter 2 above and some of the products that may be unveiled in the near future.
- 3.3.1.1.2. Accounting and balance sheet constructing mechanism of the Bank.
- 3.3.1.1.3. Existing e-mail system for future integration in to the CBS.
- 3.3.1.1.4. Inter Branch Reconciliation.
- 3.3.1.1.5. Data and information requirement, arising out of the banking transactions, of the regulatory and supervisory wings of the Bank.
- 3.3.1.1.6. Existing MIS and systems used for CDBMS.
- 3.3.1.1.7. HRMS and IES modules implemented and are being implemented for possible integration with CBS/accounting systems.
- 3.3.1.1.8 General Functioning of CO departments and to understand the workflow and document management system requirements only for the limited purpose of linking the banking transactions conducted therein and accounting thereof with the CBS.
- 3.3.1.1.9 MIS and related data need of each regulatory and supervisory department/wing have to be considered and planned for.
- 3.3.1.1.10 Functioning of the entire business processes at DGBA, Mumbai Regional Office, New Delhi Regional Office, Kolkata Regional Office, Nagpur Regional Office and Central Accounts Section (CAS), Nagpur. 3.3.1.1.11 The functionality of Structured Financial Messaging Solution (SFMS) and its integration with CBS for seamless message transfer between CBS and extraneous (banks and FIs) heterogeneous application systems. The CBS should have interface with SWIFT also.
- 3.3.1.1.12 Get the user departments' requirement, the existing gaps, analyse and factor them in building the new solution.

#### 3.3.1.2. Study of Infrastructure:

- 3.3.1.2.1. Wide Area Network of the Bank (INFINET) with various connectivity options such as MPLS, leased lines, VSATs, CDMA.
- 3.3.1.2.2. Data Centre infrastructure.
- 3.3.1.2.3. Disaster Recovery site infrastructure.
- 3.3.1.2.4. Any other relevant system, which may need to have an interface to Core Banking System.

#### **3.3.1.3 Study Report**:

- 3.3.1.3.1.Submitting a study report covering all aspects segment-wise, recommendations for an appropriate strategy for implementation of CBS within the overall IT policy of the Bank keeping in view the timelines drawn, list the processes that need basic BPR and list the applications that need to be integrated with the CBS and prepare basic document of RFP for the System Integrator based on these inputs. Similarly, external applications that need interfacing including APIs with CBS for seamless integration may also be listed and functionality be detailed for usage later by the system integrator. The report should also include plan for the Human Resources requirements for implementation of the CBS project, including CBS project team composition, strategy for developing skills of the staff, identification of training needs and preparation of training methodology related to CBS Project. The report shall be submitted within a period of three months from the date of signing the agreement on selection as consultant for the CBS project.
- 3.3.1.3.2. Apply appropriate methodology and do the basic BPR on the business processes that were already identified and approved by the Bank for BPR and submit System



Requirement Specifications (SRS) document by mapping the Bank's requirement identified in the study report with that of a standard available core banking product.

# 3.3.1.4. Preparation of RFP, Inviting Request for Proposals (RFP) and Short Listing of System Integrator:

- 3.3.1.4.1. Finalising technical specifications, system integration requirements and preparation of RFP Document to invite technical and commercial bids from the short-listed bidders duly taking all inputs from the study conducted by them including the SRS. Obtain Bank's approval for the time schedule/deliverables/mile-stones for total solution and implementation which form part of Request for Proposal (RFP). The RFP should cover business processes, technical, commercial and logistics aspects of the project required to be complied by the System Integrator besides SLA requirements.
- 3.3.1.4.2. Preparation of document to seek RFP proposals from the interested bidders within two months from the date of submission of the study report.
- 3.3.1.4.3. Provide clarifications to the interested bidders in Pre-bid meetings.
- 3.3.1.4.4. Finalising the clarifications to be given / amendments if any made to the RFP document based on the issues raised in the pre-bid meeting if necessary.
- 3.3.1.4.5. Finalising methodology for evaluation of RFP proposals.
- 3.3.1.4.6. Participating in presentations by the bidders along with the Bank.
- 3.3.1.4.7. Evaluation of RFPs, technical bids and short-listing the bidders.
- 3.3.1.4.8. Seeking bid clarifications from vendors.
- 3.3.1.4.9. Evaluation of technical bids.
- 3.3.1.4.10. Conduct gap analysis, both functional and technical, between the proposed system and the solutions offered.
- 3.3.1.4.11. Gap analysis should also cover the possible gaps in the linkage between the proposed system and the solutions offered by the SIs to the state of the art data centre already setup in the Bank as well as the network infrastructure already setup or being setup in the Bank
- 3.3.1.4.12. Assessment of customisation requirement for the proposed system and the solutions offered
- 3.3.1.4.13. Studying the IS Security architecture / infrastructure and identifying gaps in relation to the proposed system and the solutions offered.
- 3.3.1.4.14. Evaluation of commercial bids Bid normalisation process, if necessary.
- 3.3.1.4.15. Submission of comprehensive Techno-commercial report with recommendations
- 3.3.1.4.16. Providing technical support to the Bank in preparing purchase order Proforma Purchase order to be provided.
- 3.3.1.4.17 Selection of the SI should be done within one year from the date of signing the agreement as consultant for the CBS project.
- 3.3.2 **Phase 2: Finalising Contract:** Drafting a contract covering the following aspects:
- 3.3.2.1. Detailed scope of System Integrator such as supply of products and services, roles and responsibilities and all other contractual terms and conditions.
- 3.3.2.2. Project plan.
- 3.3.2.3. Service Level Agreement.

#### 3.3.3. Phase - 3: Finalising Technical Documents:

- 3.3.3.1. Consolidation of customisation requirements and finalising the plan details for filling the Gap assessed based on the initial Gap Analysis stated in Phase 1.
- 3.3.3.2. Submit Control Specifications incorporating all the above which would be one whole composite document for final implementation of CBS



#### 3.3.4 **Phase – 4: Testing phase:**

- 3.3.4.1. Benchmark the application software / total solution duly considering response time, scalability etc, and to repeat the benchmarking process if necessary after installation of systems.
- 3.3.5.1. Finalising test plans in association with Bank and the SI and if necessary by engaging agency through appropriate processes (please refer to 3.2.3.23)
- 3.3.5.2. Finalising test plans for hardware and testing hardware and if necessary by engaging agency through appropriate processes (please refer to 3.2.3.23)
- 3.3.4.2. Finalising test plans if any required for other components such as OS, Database and any other middleware and if necessary by engaging agency through appropriate processes (please refer to 3.2.3.23).
- 3.3.4.3. Submit a report on test plans and make a presentation on the approach to the Bank.
- 3.3.4.4. Implement test plans.
- 3.3.4.5. Review of the test results and to assist the Bank in giving feed back to SI or its Technology Partner.
- 3.3.4.6. Finalising User Acceptance Test Plan duly taking into view requirements like stress testing, regression testing, response time validation etc.
- 3.3.4.7. Submit a report on test plans and make a presentation on the approach to the Bank.
- 3.3.4.8. Conduct User Acceptance Test for all components of the Core Banking system
- 3.3.4.9. Review of UAT results and giving feed back to the SI.
- 3.3.4.10. Though Test Phase and Data Migration Phases have been indicated as two independent phases, in practice they could overlap and go hand in hand.

#### 3.3.5 **Phase – 5: Data Migration:**

- 3.3.5.3. Understanding the data migration requirements from the SI
- 3.3.5.4. Understanding the data availability in the existing systems.
- 3.3.5.5. Finalising specifications for data mapping requirements in association with the SI and the existing vendor.
- 3.3.5.6. Identifying Gaps in data.
- 3.3.5.7. Finalising requirements for data capture.
- 3.3.5.8. Identify the needs for digitisation of data and prepare plans for capturing of all data required in electronic format
- 3.3.5.9. Supervise the activities of digitisation of data if necessary by engaging agency through appropriate processes (please refer to 3.2.3.23)
- 3.3.5.10. Finalising the test plans for data migration and data capture software to be developed by the existing vendor.
- 3.3.5.11. Finalising UAT for the above.
- 3.3.5.12. Conduct UAT.
- 3.3.5.13. Review of test / UAT results and giving feed back to the SI for fine tuning of the system.
- 3.3.5.14. Conduct and supervise data migration audit engaging agency through appropriate processes (please refer to 3.2.3.23)

#### 3.3.6 Phase – 6: Interface requirements:

- 3.3.6.1. Understanding the interface software requirements, including APIs, between the existing systems and proposed Core Banking System.
- 3.3.6.2. Finalising the interface software requirements with specifications, including APIs, in association with the existing vendor, SI and Bank.



- 3.3.6.3. Finalising the test plans for the interface software to be developed by the existing vendor.
- 3.3.6.4. Finalising UAT for the above.
- 3.3.6.5. Review of test / UAT results and giving feed back to the SI or its technology partner.

# 3.3.7 **Phase – 7: Delivery Channels:**

- 3.3.7.1. Finalising migration plan of host connectivity for the branches covered under core banking without dislocation in services to clientele.
- 3.3.7.2. Understanding existing Internet Banking / Mobile Banking and finalising migration plan for the branches covered under Core Banking.

#### 3.3.8 Phase – 8: Data Centre and Disaster Recovery Centre – Validation:

- 3.3.8.1. Study of the infrastructure already available at DC and DR and validate vis-à-vis requirement in association with the SI optimally utilising the infrastructure available.
- 3.3.8.2. Finalising upgradation plan if required
- 3.3.8.3. Validation of procedures for the maintenance of Core Banking infrastructure at DC /DR.
- 3.3.8.4. Validation of the proposed DC to DR replication technologies.
- 3.3.8.5. Validation of procedures suggested for DR.

# 3.3.9 Phase – 9: Roll out of solution – Pilot Office and then roll out to all Offices/C.O. Departments:

- 3.3.9.1. Identification of pilot Office in association with Bank, SI duly taking into consideration representative character to cover all modules and features of the solution.
- 3.3.9.2. Design a strategy for rolling out the solution to all Offices/C.O. Departments in for a smooth and non-disruptive implementation of the new solution.
- 3.3.9.3. Design a plan for a smooth changeover from the existing system to the new system including a strategy for parallel run.
- 3.3.9.4. Coordination of implementation of the solution to connect pilot Office to Core Banking system.
- 3.3.9.5. Review of feedback from pilot Office
- 3.3.9.6. Preparing fine tuning requirements based on feedback.
- 3.3.9.7. On successful roll-out, get the Offices' certification for accuracy of the accounts and balances position for all banking wings of the Office
- 3.3.9.8. On successful completion of roll out in the pilot Office implement the strategy of rolling out the solution to all Offices/C.O. Departments in a for a smooth and non-disruptive manner
- 3.3.9.9. On successful roll-out, get the Offices' certification for accuracy of the accounts and balances position from all Offices/C.O. Departments.

#### 3.3.10 Phase – 10: Ensuring deliverables from SI and acceptance of systems:

- 3.3.10.1. Inspecting physically and verify the condition of equipment / system and Application software delivered by the SI
- 3.3.10.2. Ensure the delivery conforms to specifications, supervise the installation and commissioning of Core Banking Solution from the SI for purpose of the Project Validation of Hardware delivered in terms of sizing for the requirement, high availability, and scalability.
- 3.3.10.3. Supervise the installation and commissioning of Core Banking Solution from the SI for the purpose of the Project



- 3.3.10.4. Validate Response time vis-à-vis committed response time.
- 3.3.10.5. Validation of other components as above.
- 3.3.10.6. Validation of other deliverables such as technical, user documents, job cards
- 3.3.10.7. Validation of other deliverables such as implementation support, FM etc.
- 3.3.10.8. Assist the Bank in accepting the Core Banking Solution Consultant should define acceptance criteria for Functionality, Response and Data Integrity of the Core Banking Solution. Consultant shall prepare Acceptance Test document and carry out acceptance test of the Core Banking Solution System and sub-systems using appropriate test methodologies in consultation with the Bank.

#### 3.3.11 **Phase – 11: Project Management:**

- 3.3.11.1. Finalising Project Plan using latest Project planning techniques. Though the project management has been indicated as a separate phase, in practice the project management would run across various phases of the project as indicated herein under clause 3.3 from inception to the completion of the project.
- 3.3.11.2. Co-ordinate different activities related to implementation of this project to ensure smooth and timely execution of the project.
- 3.3.11.3. Endeavour to make the total project operational within the approved budget and as per scheduled project plan.
- 3.3.11.4. Review the project status and update the Bank on periodic basis. Submission of periodic report to the Bank at the frequencies agreed in the project plan.
- 3.3.11.5. Provide timely signals to the Bank when the project is not going as per schedule and suggest methods to adhere to the schedule.
- 3.3.11.6. Ensuring various deliverables from System Integrator is the absolute responsibility of the consultant under this engagement.
- 3.3.11.7. Draw upon their global expertise and knowledge and associate such expert, with prior approval of the Bank, as considered necessary by Consultant, for the Commissioning, Live Run and Post-Implementation support of the Project with the prior permission from the Bank and in coordination with the System Integrator and its technology partners.

# 3.3.12 Phase – 12: Validation of Training Plans:

- 3.3.12.1. Validation of Training module to be offered by SI on Project initiation and awareness programme for the Executives/Bank's personnel.
- 3.3.12.2. Validation of Training module / course contents / methodology to be offered by the SI s for the Core team.
- 3.3.12.3. Validation of Training module / course contents / methodology to be offered by the SI s Training for Trainers.
- 3.3.12.4. Validation of Training module / course contents / methodology to be offered by the SI s Training for users for initial batches.
- 3.3.12.5. Validation of Training module / course contents / methodology to be offered by the SI s Training for IS Auditors and Branch Auditors.
- 3.3.12.6. Ensuring quality of training programmes including materials and infrastructure.

#### 3.3.13 Phase – 13: Assessment after roll-out of all Office/Branches

- 3.3.13.1. Critically evaluate CBS impact on business processes
- 3.3.13.2. Comparison of Cost-benefit analysis on CBS deployment comparison of plan versus
- 3.3.13.3. Assess the areas not covered by CBS and recommend whether they need to be covered under CBS



#### 3.3.14 Phase – 14: Change Management - A Final review

- 3.3.14.1. Assess the impact of CBS from HR perspective
- 3.3.14.2. Critically assess the organisational efficiency and synergy
- 3.3.14.3. Critically assess the impact of CBS on Bank's customers
- 3.3.14.4. Critically assess systemic efficiency
- 3.3.14.5. Broad guidelines on future enhancements
- 3.3.14.6. Sign-off from the CBS Project.
- 3.3.15 The consultant while extending consultancy services and Project Management has to submit study reports, requirements, validation reports, test reports, Acceptance tests, and reviews etc., as detailed reports formats for which may be mutually agreed upon in the beginning of the contractual engagement or at the appropriate phase.
- 3.3.16 All the envisaged activities are to be covered in the contractual agreement with the selected consultant including Service Level Agreement with penal provisions and liquidated damages. Bank is planning to complete the phase up to roll out in a period of 30 months but not exceeding 36 months and the Project should be planned and the resources are to be billed to achieve the goal of the Bank
- 3.3.17 Bank may if require extend the services of the consultant beyond the above mentioned phases either wholly or on a predetermined man month rate basis for specific expertise areas.



# CHAPTER 4 – BIDDERS' ELIGIBILITY CRITERIA AND CRITERIA FOR EVALUATION

### 4.1 Bidders' Eligibility Criteria and Criteria for Evaluation

- 4.1.1. <u>Bidders for appointment of Consultant to the CBS project must meet the following</u> eligibility requirements:
- 4.1.2. Be a Partnership Firm or a Limited Company.
- 4.1.3. Be in existence for five years as on 31.12.2008. (In case of mergers/acquisitions/restructuring or name change, the date of establishment of earlier/original Partnership Firm/Limited Company can be factored in).
- 4.1.4. Be in the line of similar project consultancy at least for a period of 3 years as on 31.-12.2008.
- 4.1.5. Have adequate financial standing to undertake assignments of this magnitude and should have positive net worth (owned funds as given below)¹ continuously for the past three financial years (i.e. for 2005-06, 2006-07 and 2007-08). The bidder must warrant that it is a going company/firm, financially solvent, i.e. able to meet all its debts as and when they fall due. The bidder should have earned profit in each of the last three years. The last three financial years' audited Balance Sheets and Profit and Loss Account reports should be submitted.
- 4.1.6. Have prior experience in providing of end to end consultancy services for assisting in implementation and commissioning of Core Banking Solution (as per the "scope of work" detailed elsewhere in this RFP) from the starting the project with initial assessment till completion of the project for at least one Public Sector Bank in India. Documentary proofs are to be enclosed. Having implemented at least two or more types of core banking solution (i.e. different system integrators and technology) would be deemed to be an added qualification.
- 4.1.7. Have domain, technical and legal knowledge in Banking and Information Technology. Domain areas include Core Banking Solution, all facets of banking, various delivery channels, various components of Core Banking system such as Application Software, Hardware, Operating systems (desktops as well as servers), Middleware, RDBMS, IBM Mainframe, MQ Series, Web based technologies, Desktop tools, Networking, IS Security, Gap Analysis, Identification of Customisation requirements, Business Process Reengineering, User Acceptance test and application roll out.
- 4.1.8. Have quality certifications with regard to quality of their internal processes and services delivered (provide copy of the ISO certification etc).
- 4.1.9. Should have a robust Project Management methodology. Should have experience in the area of Project Planning, Review, Resource Planning, Role and Responsibility Definition, Coordination across multiple teams, Project Risk Analysis and containment measures.

<sup>&</sup>lt;sup>1</sup> Owned Funds = Capital Funds (Paid-up Equity Capital + Paid-up preference shares + Free Reserves) - (Accumulated balance of loss + Balance of deferred revenue expenditure + Other intangible assets)



- 4.1.10. Should have a pool of talented professionals preferably with accreditations like CAIIB, CISA, CISSP, CCNA, CCNE, CSQA, BS7799, ISO2700x etc.,
- 4.1.11. Have on rolls at least one project manager who should have handled similar such assignment of end-to-end consultancy at least for a period of one year as Project Manager and also have on rolls team leaders/team members who were involved in at least one similar assignment of end to end consultancy (as per the "scope of work" detailed elsewhere in this RFP) for a commercial bank in India (please see 4.1.15 below).
- 4.1.12. Not have been barred/black listed by any regulatory / statutory authority.
- 4.1.13. The bidder must warrant that there is no legal action being taken against it for any cause in any legal jurisdiction. If such an action exists and the bidder considers that it does not affect its ability to deliver the RFP requirements, it shall provide details of the action(s).
- 4.1.14. i) Bidder should be capable of putting in place a core team of at least three key officers who would be continuously interfacing with the Bank's identified team throughout the project cycle (from start to finish).
  - ii) The firm should be capable of deploying concurrently at least four separate teams consisting of banking experts, IT experts, BPR and CBS experienced personnel under a project manager at any point of time for taking up concurrent assignments and timely completion of the project.
- 4.1.15. Bids, both Technical and Commercial, of non-compliant bidders will not be evaluated. The proposals will be evaluated based on the eligibility criteria duly taking into consideration the following parameters: The Minimum Eligibility Criteria is tabulated as under:

SI No	CRITERIA	CRITERIA PARAMETERS	Marks
1	Proposed Team Members profiles	Previous Experience of the proposed team	
		If a member of the proposed team was the Project Manager and part of a team which executed similar assignment for at least one Public Sector Bank in India	20 Marks
		If a member of the proposed team was Team Leader (or equivalent designation) and was part of a team which executed similar assignment for at least one commercial bank	10 Marks

30



		If a member of the	5 Marks	
		proposed team was part of a team which executed similar assignment for one commercial bank		
Minimum Qualifying Marks for this category				30
2	Team Size	Number of Team members		
		Commitment to deploy minimum team size of 13 (4 teams of 3 each and one Project Manager)	20 Marks	
		For addition of 1 member in each team (i.e. 4 members) @2.5 marks per person	10 Marks	
Minimum Qualifying Marks for this category				20
3	Certifications/ Accreditations	Certifications/ Accreditations of the proposed Team members		
		If any member of the proposed team is a CA	10 Marks	
		If any member of the proposed team is a CAIIB	5 Marks	
		If any member of the proposed team is a CISA/CSQA/CISSP/BS7799 LI/LA/CCNA/CCNE	5 Marks	
Minimum Qualifying Marks for this category			10	
	Experience in carrying out Consultancy for CBS Project-as defined under scope of work	Previous Experience of the firm/company		
		If the bidder has already carried out similar assignments for one Public Sector Bank	50 Marks	
				<u> </u>



		2. If the bidder has already carried out similar assignments for commercial Bank	20 Marks	
		3. If the bidder has already carried out similar assignments for at least two different types of CBS technology solution	25 Marks	
	Minimum Qualifyir	ng Marks for this category		50
	being eligible to presentation to	sed in the Technical Bid		110
				Minimum Qualifying Marks
5		Assessment/score based on the documents submitted in the Technical Bid and Presentation made to Bank's Panel		
	Level of Understanding Bank's CBS requirement	1. Full details of the bidder's proposed methodology/approach for providing consultancy services to the Bank with specific reference to the scope of work plus Presentation made to the Panel	40	30
		2. Detailed Project Plan along with Estimated work plan and Time Schedules plus Presentation made to the Panel	35	20
	Minimum Quali			50
6	Minimum Overal become eligible Commercial Bid	II Qualifying marks to		160



- 4.1.16. The responses to the proposed tasks under the scope will also be taken into consideration for evaluation of technical bids.
- 4.1.17. Bank, at its discretion, may engage external consultants/specialists to assist the Bank in preparing the short list.
- 4.1.18. "Consultant" to be appointed shall not bid later on for being appointed as System Integrator for CBS:
- 4.1.18.1. The successful bidder, who would be appointed as Consultant for the CBS Project, shall not participate in the bid that may be sought later for being appointed as System Integrator for providing and implementing the CBS for the Bank. In other words, it is expressly envisaged that the Consultant and the System Integrator shall not be the same firm/companies. Therefore, those of the firms/companies that would like to participate in the open bid for providing and implementing the CBS and may accordingly decide for participating in this RFP. The successful bidder when appointed as Consultant shall also undertake not to participate in the bid for being appointed as System Integrator for the CBS.



#### Chapter 5 – Two Stage Bidding Process

# 5.1 Two-Stage Bidding Process

- 5.1.1. For the purpose of the appointment of Consultant for the project, a two-stage bidding process will be followed. The response to the present tender will be submitted in two parts, i.e., the Technical Bid and the Commercial Bid (in hard copies). The bidder will have to submit the 'Technical Bid' and the 'Commercial Bid' separately but within the stipulated date and time. The 'Technical Bid' will contain the exhaustive and comprehensive technical details, whereas the 'Commercial Bid' will contain the pricing information. The Technical Bid shall NOT contain any pricing or commercial information at all and if the Technical Bid contains any price related information, then that Technical Bid would be disqualified and would NOT be processed further.
- 5.1.2. In the first stage, only the 'Technical Bids' will be opened and evaluated for suitability. Those bidders who technically qualify would be called for making presentation before the Bank's Panel (please see 5.2.2 below). Those bidders satisfying the technical eligibility requirements shall be short-listed after the presentations.
- 5.1.3. In the second stage, the Commercial Bids of only those bidders, which have been short-listed as per the aforementioned paragraph, on the basis of evaluation of their Technical Bids and presentation, will be opened.

#### 5.2 General Guidelines

- 5.2.1. Bank may call for any clarifications/additional particulars required, if any, on the technical/ commercial bids submitted. The SI has to submit the clarifications/ additional particulars in writing within the specified date and time. The bidder's offer will be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time.
- 5.2.2. Bank reserves the right to call for presentation/s on the features of the solution offered etc., from the short-listed bidders based on the technical bids submitted by them to make an evaluation based on the eligibility criteria (4.1.15). The presentations would be made before a special panel of the Bank consisting of senior officials of the Bank and external consultant(s)/specialist(s). Based upon the final marks, short listing would be made of the eligible bidders for final commercial bidding.
- 5.2.3. The commercial bid should contain quotation for end-to-end consultancy services as envisaged in the Objective of the Project and Scope of Consultancy services stated earlier in this document.
- 5.2.4. The bidder must organize the bid in accordance with the format specified in the tender document. Bidders must acquaint themselves fully with the conditions of the bids. No plea of insufficient information will be entertained at any time.
- 5.2.5. The Technical Bid shall contain the technical proposal to the requirement of the Bank as specified in Annex A along with Annex C, Annex E, and Annex F.
- 5.2.6. The Commercial Bid shall be submitted as per Annex B along with Annex D.
- 5.2.7. The bidder shall submit the Bids properly filed or bound so that the papers are not loose.



- 5.2.8. The technical bid shall be organized and submitted as per the following sequence:
  - a. Table of Contents (list of documents enclosed)
  - b. Technical bid along with Annex E and Annex F
  - c. Compliance certificate for all the terms and conditions as per Annex C
  - d. All copies of certificates, documentary proofs etc.,
  - e. A CD containing soft copy of the proposal
- 5.2.9. All the relevant pages of the bids (except literatures, datasheets and brochures) are to be numbered and signed by authorized signatory. The number should be a unique running serial number across the entire document.
- 5.2.10. The bidder will submit an undertaking specifying that the bidder has obtained all necessary statutory and obligatory permission to carry out project works, if any.
- 5.2.11. The Bids shall be addressed and submitted to:

Shri VIJAY CHUGH
Chief General Manager
Reserve Bank of India
Department of Government and Bank Accounts
Core Banking Division
3rd floor, Amar Building
Sir P.M. Road, (Perin Nariman Street), Fort
Mumbai: 400 001.

- 5.2.12. The proposal should be prepared in English in MS Word/PDF format. The e-mail address and phone/fax numbers of the bidder should also be indicated on the sealed cover.
- 5.2.13 The bidders should use only the formats prescribed in this document for submitting both technical and commercial bids. Any deviation from the prescribed formats in submitting the bids will entail the bidder from being disqualified.

#### 5.3 Instructions for Tender Submission:

#### 5.3.1. Sealing and Marking of Technical Bids

- 5.3.2. The offer should be submitted in two separate sealed covers containing Technical (Technical Bid) and Commercial (Commercial Bid) Proposals super-scribed as mentioned below.
- 5.3.3. Tender responses in one original and six photo copies shall each clearly identify the bidder submitting them and shall be labeled "Original TECHNICAL BID" or "Copy TECHNICAL BID" as appropriate. Each then shall be sealed in a separate envelope labeled "Original Bid" or "Copy Bid" as appropriate. All envelopes shall then be sealed in one envelope or parcel marked "Technical Bid for providing Consultancy Services for Core Banking Project Not to be opened before Technical bid opening" in the top left hand corner. The envelope shall be dated with the current date in the top right hand corner and addressed as in clause 5.2.11 above.



- 5.3.4. The envelope containing Technical Bid should include only relevant Technical Bid Form (as per Annex A) and Standard Printed Technical Literature/Brochure about the consultancy services supporting above eligible requirements etc., for the bid as mentioned at 5.2.5. The original and all copies of bids shall be typed or printed in a clear typeface. Copies may be good quality photocopies of the original.
- 5.3.5. In the event of any discrepancies between the 'Original' and the 'Copy' of the TECHNICAL BID, the Original shall govern.

#### 5.3.6. Sealing and Marking of Commercial Bids

- 5.3.7. Tender responses in one original and six photo copies shall each clearly identify the Bidder submitting them and shall be labeled "Original COMMERCIAL BID" or "Copy COMMERCIAL BID" as appropriate. Each then shall be sealed in a separate envelope labeled "Original Tender" or "Copy Tender" as appropriate. All envelopes shall then be sealed in one envelope or parcel marked "Commercial Bid for providing Consultancy services for Core Banking Project— Not to be opened before Evaluation of Technical Bid" in the top left hand corner. The envelope shall be dated with the current date in the top right hand corner and addressed as in clause 5.2.11 above.
- 5.3.8. The sealed covers containing the Technical Bid and the Commercial Bid should in turn be put in one single sealed outer envelope to be super-scribed as "Technical and Commercial Bids for Consultancy services for Core Banking Project".
- 5.3.9. The envelope containing Commercial Offer should include only the commercial quote for the consultancy services offered (as per the formats enclosed) and Annex D as mentioned in clause 5.2.6 above. Please note that no other information other than the price should be furnished along with this offer.

#### 5.3.10. Bid Submission

- 5.3.11. Consultants are permitted to submit only one Technical Bid and relevant Commercial Bid. More than one Technical and Commercial Bid should not be submitted. The Technical and Commercial bids should be put in separate covers and all such covers shall be put in one single cover and delivered at the address mentioned above at 5.2.11.
- 5.3.12. The cost of bidding and submission of the bids is entirely the responsibility of the bidders, regardless of the conduct or outcome of the tendering process.
- 5.3.13. Bids, in sealed covers, as per the Instructions to Consultants should be delivered as mentioned in the Bid schedule. Bids may be sent by registered post or by hand delivery, so as to be received at the address given above in the tender schedule.
- 5.3.14. Receipt of the bids shall be closed as mentioned in bid schedule. Bids received after the scheduled closing time will not be accepted by the Bank under any circumstances.
- 5.3.15. The technical bids will be opened as mentioned in bid schedule.
- 5.3.16. Bank will not accept bids delivered late for any reason whatsoever including any delay in the postal service, courier service or delayed bids sent by any other means.
- 5.3.17. The bidders or their authorised representatives may be present at the time of the opening of the technical bid. Only two persons per bidder will be allowed to be present at the time



of the opening the technical bids. No bid shall be rejected at bid opening stage, except for bids received late.

#### 5.4 General Guidelines:

- 5.4.1. Bidders should note the following points for compliance while submitting the bids:
- 5.4.2. The offers should be made strictly as per the formats specified.
- 5.4.3. The bid should be signed by the bidder or any person duly authorised to bind the bidder to the contract. The signatory should give a declaration and through authenticated documentary evidence establish that he/she is empowered to sign the tender documents and bind the bidder. All pages of the tender documents except brochures if any are to be signed by the authorised signatory.
- 5.4.4. A declaration may be given by the bidder stating that "No relative of the bidders is working in the Reserve Bank of India". If anyone working in the RBI is related to the bidders, the name, designation and the department where the person is posted may be given.
- 5.4.5. The bid should contain no interlineations, erasures or over-writings except as necessary to correct errors made by the bidder. In such cases, the person/s signing the bid should initial such corrections.
- 5.4.6. The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of the bid.
- 5.4.7. No columns of the tender should be left blank. Offers with insufficient information and Offers which do not strictly comply with the stipulations given above, are liable for rejection.
- 5.4.8. Bank may at its discretion abandon the process of the selection of Consultant anytime before notification of award.
- 5.4.9. All information (bid forms or any other information) to be submitted by the bidders may be submitted as a softcopy also in MS Word in a CD and should be kept in the respective sealed covers. The bidders may note that no information is to be furnished to the Bank thru e-mail except when specifically requested and such queries are to be confirmed in writing.
- 5.4.10. The Bank reserves the right to pre-pone or post-pone the pre-bid conference date However, bidders will be informed the date of pre-bid conference in advance to submit their queries to the Bank seeking clarification.
- 5.4.11. The bids will be opened in the presence of authorised representatives of the bidders. However, the representative of the bidder has to produce an authorisation letter from the bidder to represent them at the time of opening of Technical/Commercial bids. Only two representatives will be allowed to represent any bidder. In case the bidder's representative is not present at the time of opening of bids, the quotations/bids will still be opened at the scheduled time at the sole discretion of the Bank.



#### 5.5 Clarification on the Tender Documents.

5.5.1 For any clarification with respect to this RFP, following Bank officials, nominated point of contacts, may be contacted by way of following communication means: -

Name	Shri. Shiv A. Shanker	Name	Shri. D. Nandi
Designation	Assistant	Designation	Assistant General
	General Manager		Manager
Telephone N	o 022-22635219	Telephone No	022-22604320
Fax No	022-22635220	Fax No	022-22635220
Email:	sashanker@rbi.org.in	Email:	dnandi@rbi.org.in

5.5.2. The following format may be used for seeking clarification:

RESERVE BANK OF INDIA CBS I	BIDDER'S REQUEST FOR CLARIFICATION				
Name of Organisation submitting	Name & pos	ition of person	Full formal address of		
request	submitting re	equest	the organisation		
			including phone, fax		
			and email points of		
			contact		
			Tel:		
			Fax:		
			Email:		
Please Tick preferre			ct option		
Bidding Document	Points of cla	arification			
Reference(s) requiring	required				
clarification (clause no.)					
Name and signature of	of authorised p	erson issuing thi	s request for clarification		
			Signature/Date		

- a. Please indicate the preferred method and address for reply.
- b. Please use email or softcopy as a preference
- 5.5.2.1. It may be noted that all queries, clarifications, questions etc., relating to this RFP, technical or otherwise, must be in writing only and should be to the Nominated Point of contact.
- 5.5.2.2. Written requests for clarification may be submitted to the Bank at least 2 days prior to Pre-bid meeting and clarifications for such queries shall be provided by the Bank or its representative in the pre-bid meeting.
- 5.5.2.3. Bidders should provide their email address in their queries without fail since replies from Bank will be by emails only.
- 5.5.2.4. Request for clarification should be submitted in the format outlined in Annex.
- 5.5.2.5. Form should preferably be emailed to the Bank or provided by softcopy in either event hardcopy confirmations are to be submitted in the beginning of pre bid meeting.



5.5.2.6. Queries and clarifications wherever necessary shall be placed in Bank's website (www.rbi.org.in).

#### 5.6 Amendments to Tender Document

- 5.6.1 Amendments to the Tender Document may be issued by the Bank for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, prior to the deadline for the submission of bids, which will be placed on the RBI website.
- 5.6.2 The amendments so placed on the Bank's website will be binding on all the bidders. From the date of issue, amendments to Terms and Conditions shall be deemed to form an integral part of the RFP. Further, in order to provide, prospective bidders, reasonable time to take the amendment into account in preparing their bid, the Bank may, at its discretion extend the deadline for submission of bids.

# 5.7 Language of Bids

5.7.1 All bids and supporting documentation shall be submitted in English.

# 5.8 Period of Bid Validity

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

#### 5.9 Format and Signing of Bid.

5.9.1 Forms with respective Annexes as stated at 5.2.8 must be submitted and signed by the authorised signatory. Unsigned bids would entail rejection of the bid.

#### 5.10 Correction of Errors.

- 5.10.1 Arithmetic errors in bids will be treated as follows:
- 5.10.2 Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
- 5.10.3 Where there is a discrepancy between the phase-wise quoted amounts and the total quoted amount, the phase-wise rate will govern unless, in the opinion of the Bank, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern.
- 5.10.4 The amount stated in the tender form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall tender price to raise, in which case the bid price i.e. **BID AMOUNT** as at sr.no.15 of Annex B shall govern.

#### 5.11 Domestic Presence of the Consultant.

5.11.1 The Consultant will have to have presence in Mumbai, India during the entire period of contract and till warranty period, if any.



# 5.12 Acceptance or Rejection of Bid.

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

#### 5.13 Duration and Condition of Engagement.

- 5.13.1 Reserve Bank of India engages and appoints Consultant to provide services as detailed in the Description of the Project and Scope of Consultancy engagement as detailed under Chapter 3 of this document and in consideration of remuneration payable by Reserve Bank of India to Consultant in terms of Para 5.16
- 5.13.2 Consultant shall NOT be entitled to bid for the supply and installation of the Core Banking System as System Integrator.
- 5.13.3 The Bank will reserve the right to terminate the services of the Consultant at any point of the Project without assigning any reasons. In such case payment would be made commensurate with the last competed phase.
- 5.13.4 Information collected or provided to the consultant would be confidential and shall not be used by him for any other purpose. The work/study carried out by the consultant would be the sole property of the Bank
- 5.13.5 At no point should consultant use the name of the Bank without prior written permission to advertise itself.

#### 5.14 General Terms and Conditions

- 5.14.1 The term of this consultancy assignment is up to July/September 2012 i.e. three years from the date of acceptance of appointment order or such extended period as may be mutually agreed up on. The consultant is likely to be appointed by July/September 2009.
- 5.14.2 Adherence to terms and conditions: The bidders who wish to submit responses to this RFP should note that they should abide by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the respondents, such responses will be disqualified and will not be considered for the selection process.
- 5.14.3 DISCLAIMER: The Bank and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any bidder/consultant/person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of Bank and/or any of its officers, employees.
- 5.14.4 Execution of SLA/NDA: The consultant should execute (a) a Service Level Agreement, which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank and (b) Non-Disclosure Agreement. The consultant should execute the SLA and NDA within one month from the date of acceptance of letter of appointment.



#### 5.15 Other Terms and Conditions:

## 5.15.1 Reserve Bank of India reserves the right to:

- Reject any and all responses received in response to the RFP without assigning any reason whatsoever
- Cancel the RFP/Tender at any stage, without assigning any reason whatsoever
- Waive or Change any formalities, irregularities, or inconsistencies in this proposal (format and delivery). Such a change/waiver would be duly and publicly notified in the Bank's website before the closure of the bid date
- Extend the time for submission of all proposals and such an extension would be duly and publicly notified in the Bank's website
- Select the next most responsive bidder if the first most responsive bidder evaluated for selection fail to result in an agreement within a specified time frame
- Share the information/ clarifications provided in response to RFP by any bidder, with all other bidder(s) /others, in the same form as clarified to the bidder raising the query.
- 5.15.2 The proposed team members should possess the knowledge as specified under section 4.1 and necessary experience and should be deployed in the relevant phases as per the requirements of the CBS Project. The key persons identified by the consultant for the project should carry out their activities from the premises of Reserve Bank of India's, Mumbai.
- 5.15.3 The clarifications, if any, required by the bidder should be informed in writing, in advance to the address given above. Such clarifications can be asked up to the last date for submission of bids. If the Bank in its absolute discretion deems that the originator of the clarification will gain any advantage by a response to a question, then Bank reserves the right to communicate such query and response to all respondents of the RFP. The consultant appointed under the RFP cannot participate/ bid for providing services/ products under the CBS project.
- 5.15.4 Substitution of Project Team Members: During the assignment, the substitution of key staff such as Project Manager, Team Leader etc identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the consultant can do so only with the concurrence of the Bank by providing other staff of same level of qualifications and expertise. If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments made by the Bank to the consultant during the course of this assignment besides claiming an amount, equal to the contract value as liquidated damages. However, the Bank reserves the right to insist the consultant to replace any team member with another (with the qualifications and expertise as required by the Bank) during the course of assignment.
- 5.15.5 **Professionalism**: The consultant should provide professional, objective and impartial advice at all times and hold the Bank's interests paramount and should observe the highest standard of ethics while executing the assignment.

41



- 5.15.6 **Adherence to Standards**: The consultant should adhere to laws of land and 'rules, regulations and guidelines' prescribed by various regulatory, statutory and Government authorities.
- 5.15.7 **No legal binding relationship**: It may be noted that no binding legal relationship will exist between any of the Respondents of this RFP and the Bank, until execution of a contractual agreement.
- 5.15.8 The Bank reserves the right to conduct an audit/ongoing audit of the consulting services provided by the consultant.
- 5.15.9 The Bank reserves the right to ascertain information from the banks and other institutions to which the bidders have rendered their services for execution of similar projects.
- 5.15.10 Expenses: It may be noted that Bank will not pay any amount/expenses / charges / fees / travelling expense / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses other than the "Agreed Professional Fee". However, travelling, boarding and lodging expenses, if any, for site visit outside Mumbai for project related work will be discussed with the Bank as to the need, duration, number of personnel involved, etc., and will have to be cleared by the Bank in advance in writing. Settlement of bills in such cases will be at rates applicable to Grade B/C officers of the Bank against production of tickets and bills depending upon the designation of the staff of the Consultant firm who actually undertakes the journey. Mumbai will be considered as the base station for the purpose of travelling.
- 5.15.11 The bidders, who involve in any form of lobbying/ influencing/ canvassing etc., in selection process will be disqualified.

#### 5.16 Remuneration Fee and Terms of Payment.

- 5.16.1 The Consultancy fees are inclusive of all taxes, duties, charges and levies of State or Central Governments, as applicable, at the date of signing the Agreement and subject to deduction of all statutory deductions applicable, if any. The service tax as applicable shall be paid by the consultant and the Bank will not reimburse the same to the consultant. The benefits realised by Consultant due to lower rates of taxes, duties, charges and levies shall be passed on by Consultant to the Bank;
- 5.16.2 The charges of Consultant such as travel within Mumbai, India will not be charged extra.

42



# 5.17 Terms of Payment and Billing:

5.17.1 Payment shall be made after completion of specific activities achieved as per the milestones documented herein. Terms of Payment for various completed activities shall be as under:

Sr No	Milestones	Phases as mentioned under 3.3 <sup>&amp;</sup>	Due (in per cent)
1	Selection of System Integrator - (Study of current	Phase 1 sub	15
	business processes, Study of Infrastructure, and submission of Study Report)	phases 3.3.1.1 to 3.31.3	
2	Selection of System Integrator - (Preparation of RFP for	Phase 1 sub	15
	SI, Inviting Request for Proposals and Short Listing of SI)	phase 3.3.1.4	
3	Drafting and finalising contract	2	10
4	Finalising Technical Documents	3	10
5	Testing phase and Data migration	4 and 5	10
6	Interface Requirements, Delivery Channels and DR considerations	6, 7 and 8	10
7	Roll-out solution/strategy and Ensuring deliverables from the SI - Pilot Roll-out	9 and 10	10
8	Validation of Training plans, Assessment after roll-out of all branches and Final review	12 to 13	10
9	Contract sign off Response time and other commitments of the SI are to be verified after the roll out of the total project.	14	10
	Total		100

<sup>&</sup>amp; The payment schedule within a phase can be broken down to a maximum of three sub components while signing the contract, after coming to an understanding, with the successful bidding "Consultant".

5.17.2 A sum of amount not exceeding 30% of the whole contract amount would be paid on satisfactory completion of Phase 1, which would be further paid in two sub-stages on completion of each sub-stage and the rest of the amounts would be proportionately paid on completion of each phase as listed above at 5.17.1.

#### 5.18 Opening of Bids

- 5.18.1 Bids shall be accepted till date given in tender notice as given in the tender schedule Page No. iv
- 5.18.2 No Bids will be accepted after the above deadline.
- 5.18.3 Opening of the Technical bids shall be conducted thereafter.
- 5.18.4 All Bidders shall be invited to attend the opening of the technical bids.
- 5.18.5 Bids received late i.e., after the closing time on the date specified shall be rejected.

# 5.19 Evaluation and Comparison of Bids



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

#### 5.20 Notification of Award

5.20.1. The acceptance of a tender, subject to contract, will be communicated in writing at the address supplied by the Bidder in the tender response. Any change of address of the Bidder, should therefore be promptly notified to the Chief General Manager, Department of Government and Bank Accounts, Core Banking Division, 3rd Floor, Amar Building, Fort, Sir P.M. Road, (Perin Nariman Street), MUMBAI – 400 001, INDIA.

# 5.21 Authorised Signatory

5.21.1 The selected bidder shall indicate the authorised signatories who can discuss and correspond with the bank, with regard to the obligations under the contract. The selected bidder shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary, authorising an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The bidder shall furnish proof of signature identification for above purposes as required by the Bank.

## **5.22 Signing of Contract**

5.22.1 The Consultant shall be required to enter into a contract with Reserve Bank of India, within 15 days of the award of the tender or within such extended period.

## 5.23 Right to Reject Bids

- 5.23.1 The Bank reserves the absolute right to reject the response/proposal if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter. The bid is liable to be rejected if,
  - It is not in conformity with the instructions mentioned in this tender document.
  - If it is not strictly as per prescribed form and format
  - It is not properly/duly signed.
  - It is received through Fax, Telex or Telegram.
  - It is received after expiry of the due date and time
  - It is incomplete including non-furnishing the required documents.
  - It is evasive or contains incorrect information.
  - There is canvassing of any kind.
  - It is submitted anywhere other than the tender box.

# 5.24 Vicarious Liability

5.24.1 The consultant shall be the principal employer of the employees, agents, contractors, subcontractors etc., engaged by the consultant and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the consultant, for any assignment under the contract. All remuneration, claims, wages dues



etc., of such employees, agents, contractors, subcontractors etc., of the consultant shall be paid by the consultant alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the consultant's employees, agents, contractors, subcontractors etc. The consultant shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of consultant's employees, agents, contractors, subcontractors etc.

**Non Payment of Professional Fees** If any of the items/activities as mentioned in the price bid and as mentioned in Annex D are not taken up by the Bank during the course of this assignment, the Bank will not pay the professional fees quoted by the consultant in the Price Bid against such activity/item.

#### 5.26 Assignment

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

#### 5.27 Non-Solicitation

5.27.1 The consultant, during the term of the contract and for a period of two years thereafter shall not without the express written consent of the Bank, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilise the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services under the contract; or b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.

# 5.28 No Employer-Employee Relationship

5.28.1 The consultant or any of its holding/subsidiary/joint-venture/ affiliate / group / client companies or any of their employees / officers / staff / personnel / representatives/agents shall not, under any circumstances, be deemed to have any employer-employee relationship with the Bank or any of its employees/officers/ staff/representatives/ personnel/agents.

# 5.29 Subcontracting

5.29.1 The consultant shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the consultant under the contract without the prior written consent of the Bank.

# 5.30 Design Ownership

The ownership of the design for the CBS, the application suites interface designs etc., and related Intellectual Property right (IPR) will lie with the RBI only.



# **CHAPTER 6 - CONTENTS AND FORM OF RESPONSES**

# 6.1 Content and Form of Responses

- 6.1.1. This chapter contains the table of contents for the tender response. In order to facilitate evaluation and comparison of tender responses, bidders shall submit their response in this format. A failure to do so may result in the tender being eliminated at the examination stage as unresponsive.
- 6.1.2. Should the bidder have additional information to submit that cannot be encompassed by the current table of contents, additional sections may be added at the end. Should this option be exercised it may be noted that this additional information will not be used for evaluation of the technical bid.
- 6.1.3. The bidder has to submit the response in hard copy and soft copy (in CD). All CD's submitted should be neatly labeled and should also include the name of the bidder.
  - i. A hard copy of the credential letters from banks / clients neatly bound, labeled and segregated into different areas (Core Banking credentials, System Integration etc.)
  - ii. Scanned copy of the credential letters from banks / clients neatly bound, labeled and segregated into different areas (Core Banking credentials, System Integration etc.)
  - iii. The bidder has to submit the soft copy of all documents for the RFP organised in appropriate directory structures. For example, the financial information should be under the Financial Information Directory etc. Information should not be submitted in an unorganised manner.

#### 6.2 Tender Response

#### 6.2.1. Technical Bid

#### 6.2.2. Executive Summary may be provided in the following order:

- I. Introduction to the project
- II. Background of the bidder
- III. A brief summary of understanding of the Bank's requirements
- IV. Methodology proposed, probable best fit solution and suggested time lines.

### 6.2.1. The Technical Bid should be in accordance with the following:

#### 6.2.2. INTRODUCTION

- Purpose
- Objectives
- Scope



#### 6.2.3. MANAGEMENT SUMMARY

- Overview of Bidder
- Overview of Proposed Solution
- Overview of Proposed Time-table and Project Management provisions
- Overview of Proposed roll-out strategy and Support Arrangements
- 6.2.5 Tender forms as presented at Annex A need to be filled and submitted along with Annex C, Annex E and Annex F as mentioned at clause 5.2.5 above.

#### 6.3 Commercial Bid

# 6.3.1. The Commercial Bid should contain the following:

#### 6.3.2. Consultant's Professional Fee

6.3.3. The bid amount should be quoted phase-wise. The bid amount should mention the cost separately from the applicable tax components, if any.

#### 6.3.4. Schedule of Tendered Prices

(A copy of the Commercial Bid in the tender document at Annex B, duly completed along with Annex D as mentioned at clause 5.2.6 above and signed by the bidder's authorised representative.)

#### 6.3.6 Notes on the Schedule of Tendered Prices

(Any notes or comments that the bidder wishes to make relating to the Commercial Bid. Bidders should note that a fixed price is required and that anything that seeks to limit or qualify such a fixed price is likely to be regarded unfavorably.)

#### 6.4 FORMS

#### 6.4.1 Tender Form

(A copy of the TECHNICAL Tender Form, supplied as at Annex A, duly completed along with Annexes C, E and F.)

(A copy of the COMMERCIAL Tender Form, supplied as at Annex B, duly completed along with Annex D.)



# CHAPTER 7 - BROAD TERMS AND CONDITIONS OF THE CONTRACT

## 7.1 Broad Terms and Conditions

- 7.1.1 The following are the general terms and conditions proposed to be included in the Contract. However, the terms and conditions are not conclusive and the Purchaser reserves the right to add, delete, modify or alter all or any of these terms and conditions in any manner, as deemed necessary by the Purchaser before signing the final agreement.
- 7.1.2 The Bidder, selected for consultancy services for the CBS project, will have to enter into a service agreement directly with the Bank. The service agreement will contain various terms and conditions relating to payment, delivery, installation & operationalisation, training, commissioning & acceptance, support during periods of warranty & maintenance, penalty due to delay in performance etc. All the diagrams, drawings, specifications and other related literature & information, provided by the bidder for the solution and agreed to by the Bank, will also form a part of the agreement.
- 7.1.3 The bill for the consultancy services must be furnished along with the prices thereof, as per the terms and conditions contained in this document. The Consultant/Bidder will undertake to ensure that the prices are reasonable and in the range of prices for similar / same services available in the market. If any irregularity is detected anytime in respect of the above, the Bank will have the right to take appropriate action against the Consultant/Bidder, as deemed fit by the Bank.

## 7.2 Definitions

All definitions and meanings thereof will be as per clause 3.3.2 of this RFP document.

#### 7.3 Application

- 7.3.1 These conditions shall apply to the CBS project to be implemented in the Bank.
- 7.3.2 For the purpose of the Purchase Agreement as well as for the purpose of the Tender Document, the Purchaser is:

Chief General Manger
Reserve Bank of India,
Department of Government and Bank Accounts,
Core Banking Division
3rd floor, Amar Building
Sir P.M.Road (Perin Nariman Street)
Mumbai 400 001, India.

#### 7.4 Standards

7.4.1 The services and other materials including all deliverables and reports under the contract shall conform to the standards mentioned in the Technical Specification, indicated in this RFP as well as the Technical Bid submitted by the bidder and/or agreed between the Bank and the bidder, and when no applicable standard is mentioned, the services/products/deliverables shall be supplied under the authoritative and appropriate



international standards of the such services/products/deliverables and such standards shall be the latest issued by the concerned institution/s.

# 7.5 Income Tax Clearance Certificate (ITCC)

The Bidder, selected for the consultancy services for the CBS project, must submit the ITCC and other documentary evidence before the final payment is effected.

# 7.6 Governing Language

7.6.1 All correspondences and other documents pertaining to the contract shall be in English.

# 7.7 Applicable Law

7.7.1 The Contract shall be governed and interpreted in accordance with the Indian Laws.

#### 7.8 Notices

- 7.8.1 Any notice given by one party to the other pursuant to the contract shall be sent to the other party (as per the address mentioned in the contract) in writing either by hand delivery or by registered post or by courier and shall be deemed to be complete only on obtaining acknowledgement thereof; or by telegram or by telex or by facsimile or by other electronic media and in which case, the notice will be complete only on confirmation of receipt by the receiver.
- 7.8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

#### 7.9 Contract Amendments

7.9.1 Any change made in any clause of the contract which shall modify the purview of the contract within the validity and currency of the contract shall be deemed as an Amendment. Such an amendment can and will be made and be deemed legal only when the parties to the contract provide their written consent about the amendment, subsequent to which the amendment is duly signed by the parties and shall be construed as a part of the contract. The details of the procedure for amendment shall be as specified in the contract.

# 7.10. Use of Contract Documents and Information

- 7.10.1 The bidder shall not, without the Bank's prior written consent, disclose the Contract or any provision thereof, or any specification or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence against Non-disclosure agreements completed prior to disclosure and disclosure shall extend only so far, as may be necessary for the purposes of such performance.
- 7.10.2 Any document, other than the Contract itself, enumerated in Clause 5.9.1 above, shall remain the property of the Bank and all copies thereof shall be returned to the Bank on termination of the Contract.



- 7.10.3 The bidder shall not, without the Bank's prior written consent, make use of any document or information enumerated in Clause 5.9.1 above except for the purposes of performing the Contract.
- 7.10.4 The provisions of Clause 5.9 shall survive termination/expiry of the Contract for a period of one year thereafter, and shall not apply to information which:
  - (a) now or hereafter enters the public domain through no fault of that party;
  - (b) can be proven to have been in possession of that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto; or
  - (c) otherwise lawfully becomes available to that party from a third party under no obligation of confidentiality.

#### 7.11 Indemnification

- 7.11.1 The bidder shall, at its own cost and expenses, defend and indemnify the Bank against all third-party claims including those of the infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights, arising from use of the Products or any part thereof in India.
- 7.11.2 The bidder shall expeditiously meet any such claims and shall have full rights to defend itself therefrom. If the Bank is required to pay compensation to a third party resulting from such infringement, the Bidder shall be fully responsible therefor, including all expenses and court and legal fees.
- 7.11.3 The Bank will give notice to the bidder of any such claim and shall provide reasonable assistance to the Bidder in disposing of the claim.
- 7.11.4 The bidder shall also be liable to indemnify the Bank, at its own cost and expenses, against all losses/damages, which the Bank may suffer on account of violation by the Bidder of any or all national/international trade laws, norms, standards, procedures, etc.

#### 7.12 Cancellation of Contract and Compensation

- 7.12.1 The Bank reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the Bank on the following circumstances:
  - The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
  - The bidder goes into liquidation voluntarily or otherwise.
  - An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.
  - The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
  - If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
- 7.12.2 After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one months notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.



7.12.3 The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order. Work, Study Reports, documents, etc. prepared under this contract will become the property of the Reserve Bank of India.

#### 7.13 Performance Bank Guarantee

- 7.13.1 The successful bidder shall at his own expense deposit with the Chief General Manager-In-Charge, Department of Government and Bank Accounts, Reserve Bank of India, Mumbai, within thirty (30) working days of the date of notice of award of the tender, a Performance Bank Guarantee from a scheduled commercial bank, payable on demand in terms of Annex Form "F", for an amount equivalent to ten percent (10%) of the contract price for the due performance and fulfillment of the contract by the bidder.
- 7.13.2 Without prejudice to the other rights of the Purchaser under the Contract in the matter, the proceeds of the performance security shall be payable to the Bank as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. The Bank shall notify the Bidder in writing of the invocation of its right to receive such compensation, indicating the contractual obligation(s) for which the Bidder is in default.
- 7.13.2 The Performance Bank Guarantee may be discharged upon being satisfied that there has been due performance of the obligations of the bidder under the contract. The Performance Bank Guarantee shall be valid till the end of the contract.
- 7.13.3 The performance security shall be denominated in the currency of the Contract and shall be by bank guarantee or another form acceptable to the Bank.
- 7.13.4 The performance bank guarantee will be valid till the end of the contract Failure of the successful bidder to comply with the above requirement, or failure of the bidder to enter into a contract within 30 days or within such extended period, as may be specified by the Chief General Manager, Department of Government and Bank Accounts, Reserve Bank of India, Mumbai, shall constitute sufficient grounds, among others, if any, for the annulment of the award of the tender.

#### 7.14 Prices

- 7.14.1 The price charged by the bidder for the services performed for the CBS Project shall not vary from the contracted prices.
- 7.14.2 No adjustment of the contract price shall be made on account of variation of costs of labour and materials or any other cost component affecting the total cost in fulfilling the obligations under the contract. The Contract price shall be the only payment, payable by the Purchaser to the bidder for completion of the contractual obligations by the bidder under the Contract, subject to the terms of payment specified in the Contract.
- 7.14.2 The price would be inclusive of all applicable taxes (at actuals).
- 7.14.3 The prices, once offered, must remain firm and must not be subject to escalation for any reason within the period of validity. The entire benefits/advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to the Bank.



# 7.15 Resolution of Disputes

7.15.1. The bids and any contract resulting therefrom shall be governed by and construed according to the Indian Laws.

All dispute or differences whatsoever arising between the selected bidder and the Bank out of or in relation to the construction, meaning and operation or effect of the Contract, with the selected bidder, or breach thereof shall be settled amicably. If, however, the parties are not able to resolve any dispute or difference aforementioned amicably, after issuance of 30 days notice in writing to the other, clearly mentioning the nature of the dispute / differences, to a single arbitrator, acceptable to both the parties, for initiation of arbitration proceedings and settlement of the dispute/s and difference/ strictly under the terms and conditions of the purchase contract, executed between the Bank and the bidder. In case, the decision of the sole arbitrator is not acceptable to either party, the disputes / differences shall be referred to joint arbitrators, one arbitrator to be nominated by each party and the arbitrators shall also appoint a presiding arbitrator before the commencement of the arbitration proceedings. The arbitration shall be governed by the provisions of the Rules of Arbitration of the Indian Council of Arbitration under the exclusive jurisdiction of the courts at Mumbai, India.

- 7.15.2 The award shall be final and binding on both the parties and shall apply to the purchase contract.
- 7.15.3 Work under the Contract shall be continued by the selected bidder during the arbitration proceedings unless otherwise directed in writing by the Bank unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or of the umpire, as the case may be, is obtained and save as those which are otherwise explicitly provided in the Contract, no payment due or payable by the Bank, to the bidder shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter or one of the subject matters thereof.
- 7.15.4 The venue of the arbitration shall be at Mumbai, INDIA under the exclusive jurisdiction of the courts at Mumbai. India.

# 7.16 Delays in the Bidder's Performance

- 7.16.1 The bidder must strictly adhere to the implementation schedule, as specified in the purchase contract, executed between the Parties for performance of the obligations, arising out of the purchase contract and any delay in completion of the obligations by the Bidder will enable the Bank to resort to any or both of the following:
  - (a) Claiming Liquidated Damages
  - (b) Termination of the purchase agreement fully or partly and claim liquidated damages.

#### 7.17 Liquidated Damages

7.17.1 The liquidated damages is an estimate of the loss or damage that the Bank may have suffered due to delay in performance or non-performance of any or all the obligations (under the terms and conditions of the purchase contract relating to supply, delivery, installation, operationalisation, implementation, training, support/services, acceptance,



etc., of the solution by the bidder and the bidder shall be liable to pay the Bank a fixed amount for each day of delay / non-performance of the obligations by way of liquidated damages, details of which will be specified in the purchase contract. Without any prejudice to the Bank's other rights under the law, the Bank shall recover the liquidated damages, if any, accruing to the Bank, as above, from any amount payable to the bidder either as per the purchase contract, executed between the parties or under any other purchase agreement / contract, the Bank may have executed / shall be executing with the bidder.

7.17.2 Liquidated Damages is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility/onus of the bidder to prove that the delay is attributed to the Bank and Force Majeure. The bidder shall submit the proof authenticated by the bidder and bank's official that the delay is attributed to the Bank and Force Majeure along with the bills requesting payment.

# 7.18 Force Majeure

- 7.18.1 The Bidder or the Bank shall not be responsible for delays or non-performance of any or all contractual obligations, caused by war, revolution, insurrection, civil commotion, riots, mobilisations, strikes, blockade, acts of God, Plague or other epidemics, fire, flood, obstructions of navigation by ice of Port of dispatch, acts of government or public enemy or any other event beyond the control of either party, which directly, materially and adversely affect the performance of any or all such contractual obligations.
- 7.18.2 If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such conditions and any change thereof. Unless otherwise directed by the Purchaser in writing, the Bidder shall continue to perform his obligations under the contract as far as possible, and shall seek all means for performance of all other obligations, not prevented by the Force Majeure event.

#### 7.19 Documents

7.19.1 The bidder shall arrange for and provide all documents that are signed as deliverables during signing of the contract agreement such as initial assessment report, system study report, basic BPR document, SRS, RFP for the selection of system integrator, functional and business manuals, UAT and other testing methodology, data migration methodology, migration reports, commission report etc. This is only an indicative list of documents deliverable while actual list would be frozen on signing the contract agreement with the successful bidder.

#### 7.20 Ancillary Services

7.20.1 The bidder shall provide the necessary services for the supply, delivery at final destination, installation and putting into satisfactory operation of the goods/products.

#### 7.21 Payment Terms

7.21.1 Payment will be made in Indian Rupees by the Bank at the time and the manner, as set forth under clause 5.17.1.



#### 7.22 Taxes and Duties

7.22.1 The bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed within and outside India.

#### 7.23 CONFIDENTIALITY

- 7.23.1 All materials generated during the project cycle by the Bank along with or by the consultant for the Bank, including but not limited to documentation concerning project plans, design, application software, customized system software, vendor analyses, gap analyses, studies, ideas, reports, surveys, training materials, projections, certifications, signed UATs, memoranda, customer lists and financial reports etc are the property of the Bank and shall be treated as "Confidential" by the consultant to be appointed under this RFP (except such information and materials as may be established to be in the public domain). The same shall not be disclosed or parted with by the consultant to third parties without the Bank's prior written approval even after the expiry of the contract or completion of the project. In other words, these are to be treated permanently as "Confidential".
- 7.23.2 All project plans, software, plans, reports, ideas, documentation etc., developed for the Bank by the consultant or the SI, while providing services, for which the consultant had received payment from the Bank, pursuant to the agreement signed on the basis of selection of this RFP, shall be the property of the Bank, including rights of intellectual property for the content, unless otherwise agreed upon explicitly in writing.



# TECHNICALBID FORM – CBS Project

# Annex A

	BIDDER	
1	The registered name of the bidding company	
2	Business address for correspondence	Location Street Locality City Pin Code Country Telephone Facsimile Email Other
3	CONTACT NAME OF THE BIDDER	
4	CONTACT'S POSITION WITH BIDDER	
5	Contact addresses if different from above	Location Street Locality City Pin Code Country Telephone Facsimile Email Other
6	BUSINESS STRUCT	URE
7	BID COMPANY'S REGISTERED ADDRESS	
8	Details of company registration	
9	Names of Directors	Chairman President/Managing Director Directors
10	Include a structure chart reflecting the organisation	
11	Chart	



	<b>Experience in Similar Projects</b> : (Give details about the following with respect to the methodology followed by you in projects of similar nature and complexity – a minimum one project please For more than one project please attach separate sheets.)					
12	Project Name:					
13	Project Location:					
14	Client Name:					
15	Client address:					
16	Client contact/reference person(s):	Name Address – if different from above				
		Telephone Facsimile				
		Mobile Phone Email address				
17	Project started (month/year):		<u> </u>			
18	Project elapsed time – months- vis-à-vis Project schedule:					
19	Man-months effort:					
20	Name of senior project staff:	Project Director Project Manager Other				
21	Nature of the Project:					
22	Role of the company, whether complete end-to-end					
	involvement or for a particular module:					
23	Project Detail	Hardware installed – make/model				
	(Broad details)	Operating system				
		System Software				
		Application software				
		Network Topology				
		Programming languages				



- AAN		T = .	
		Disaster recovery technology	
		Middleware	
		Security features	
		Compart/maintanana abligations	
		Support/maintenance obligations	
24	Whether the consulting		
27	process conform to ISO9001		
	(2000), BS7799, ISO17799 etc		
	standards and if so, furnish		
	details of compliance.		
	Details of		
	experience/knowledge		
	possessed in the areas of		
	Project Planning and		
	management review,		
25	Resource Planning,		
	Role and Responsibility		
	definition, Co-ordination		
	across multiple teams,		
	Project risk analysis and		
	containment		
	Details of the similar		
	assignments on hand as on		
	date		
26	(Name of the Bank, time		
20	projected for execution of the		
	assignment and documentary		
	proofs from the Bank are to be		
	furnished)		
	Name of the Project Manager		
	identified for assignment		
	under this RFP and his		
	professional qualifications and		
27	experience/expertise		
	Details of similar assignments		
	handled by the said Project Manager. Documentary proofs		
	for all the assertions are to be		
	enclosed		
<u> </u>	Name of the team leader		
	identified for assignment		
	under this RFP and his		
	professional qualifications and		
	experience/expertise		
28	Details of similar assignments		
	handled by the said team		
	leader		
	Documentary proofs for all the		
	assertions are to be enclosed		
29	Names of the other team		
29	members identified for		



ZAN		
	assignment under this RFP	
	and their professional	
	qualifications and	
	experience/expertise	
	Details of similar assignments	
	handled by the said team	
	members	
	Documentary proofs for all the	
	assertions are to be enclosed	
	Detailed Project Plan along	
	with Estimated work plan and	
30	Time Schedules for providing	
	consultancy services for	
	assignment under this RFP	
	Effort estimate and elapsed	
31	time are to be furnished in	
	annexure E	
	Details of inputs, infrastructure	
32	requirements required by the	
32	bidder to execute this	
	assignment.	
	Full details of the bidder's	
	proposed	
	methodology/approach for	
33	providing consultancy services	
	to the Bank with specific	
	reference to the scope of	
	work.	
	Details of deliverables, other	
	than "Deliverables" specified	
34	by the Bank, the bidder	
0,	proposes with specific	
	reference to the scope of	
	work.	



# COMMERCIAL BID FORM – CBS Project

#### Annex B

Sr. No.	Phase-wise Activity (refer 3.3 )	Consultant's Professional Fee - Amount in Rupees
1		5 (
	Phase – 1: Selection of System Integrator:	Rs. ()
2	Phase – 2 Finalising Contract:	<u>Rs. (</u> )
<u>3</u>	Phase –3: Finalising Technical Documents	Rs. ()
<u>4</u>	Phase – 4: Testing phase:	Rs. ()
<u>5</u>	Phase – 5: Data Migration:	Rs. ()
<u>6</u>	Phase – 6: Interface requirements:	Rs. ()
<u>7</u>	Phase – 7: Delivery Channels:	Rs. ()
<u>8</u>	Phase – 8: Data Centre and Disaster Recovery Centre – Validation.	Rs. ()
	Phase – 9: Roll out of solution – Pilot branches and then roll out to all Offices/C.O. Departments	
9	•	Rs. ()
	Phase – 10: Ensuring deliverables from SI and	
<u>10</u>	acceptance of systems.	Rs. ()
<u>11</u>	Phase – 11: Project Management	Rs. ()
<u>12</u>	Phase – 12: Validation of Training Plans.	Rs. ()
<u>13</u>	Phase – 13: Assessment after roll-out of all branches	Rs. ()
	Phase – 14: Change Management - A Final review	
<u>14</u>		Rs. ()
<u>15</u>	BID AMOUNT	Rs. ()
<u>16</u>	Applicable Tax	Rs. ()
<u>17</u>	TOTAL BID AMOUNT	Rs. ()

- 1) The above quoted fee is the lump sum (fixed price) amount and any add on in any form will not be payable by the Bank for whatsoever reason.
- 2) The fee includes all taxes, duties, levies, service tax, etc.,
- 3) The fee also includes the cost of deliverables for all the phases of CBS Project.
- 4) Bank will deduct the tax at source, if any, as per the law of the land.
- 5) Further, we confirm that we will abide by all the terms and conditions contained in the Request for Proposal document.

Place:	
Date:	Seal and signature of the bidde



#### COMPLIANCE CERTIFICATE: TECHNICAL BID

**Annex C** 

To Date

The Chief General Manager
Reserve Bank of India
Department of Government and Bank Accounts
Core Banking Division
3<sup>rd</sup> Floor, Amar Building
Sir P.M.Road, (Perin Nariman Street), Fort
Mumbai 400 001.

Dear Sir,

# Re: Tender dated May 4, 2009 TECHNICAL BID for Consultancy Services for the Core Banking Solution Project to be implemented in the RESERVE BANK OF INDIA

Having examined the Tender Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer consultancy services for the CBS project and to meet such requirements and provide such services as are set out in the Tender Document.

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

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

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

We agree to abide by this Tender Response for a period of one hundred eighty days from the date fixed for Tender opening and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this Tender Response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and will initiate the formation of a separate contract in respect of maintenance and support services after the expiry of the warranty period.

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

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

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



		I	Day of		2009	
(Signature)		(	(In the ca	pacity of)		
Duly authorised to sign	the Tender R					
(Name and address of	Bidding Comp	pany)				
		;	Seal/Star	np of Tender		
				•		
Witness name:						
Witness address:						
Witness signature:						
Attachments:	to autho	esolution dele orised signator Technical Res	ries	gning powers		
CERTIFICATE AS TO	AUTHORISE	) SIGNATORI	IES			
I, certify that I am		Secretary of the				
A 141 4	T			(Name of bid	lding company)	-
And that						
		(Name of a	above co	mpany signato	 ry (s) )	
Who signed the above body.	Tender is auth	norised to bind	d the corp	ooration by aut	hority of its governing	
(Seal)			(Sec	 retarv)		



#### COMPLIANCE CERTIFICATE: COMMERCIAL BID

Annex D

To

The Chief General manager
Reserve Bank of India
Department of Government and Bank Accounts
Core Banking Division
3<sup>rd</sup> Floor, Amar Building
Sir P.M.Road, (Perin Nariman Street) Fort

Mumbai 400 001

Dear Sir,

# Consultancy Services for the proposed Core Banking Solution Project to be implemented in the RESERVE BANK OF INDIA

Having examined the Tender Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer consultancy services for the Core Banking Solution Project and to meet such requirements and provide such services as are set out in the Tender Document for a total bid price of:

#### Indian Rupees in words and figures.

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

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

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

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

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

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

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

Request for Proposal - Appointment of Consultant for the Core Banking Solution project at Reserve Bank of India



Dated this			Day of	2009			
(0'()	 T		/1 - 11				
(Signature)	the Tender D		(In the ca				
Duly authorised to sign	Duly authorised to sign the Tender Response for and on behalf of:						
		<del>_</del>					
(Name and address of I	Bidding Comp	any)					
			Spal/Stan	mp of Tenderor			
			Jeal/Olai	np or renderor			
Witness name:							
Witness address:							
Witness signature:				<u>-</u>			
Trianoco dignataro.							
Attachments:	Board re	esolution dele	egating sig	gning powers			
	to authorised signatures						
	Tender	Commercial	Response	)			
CERTIFICATE AS TO	AUTHORISE	SIGNATOR	IIES				
L cortifu that Lam		Socratory	<u> </u>				
I, certify that I am		Secretary o	'				
		uic		(Name of bidding company)			
And that		l .	l l	(rame or praying company)			
100	<u> </u> <del>-</del>	(Name of	above cor	mpany signatory (s) )			
	Tender is autr	norised to bin	d the corp	poration by authority of its governing			
body.							
(Seal)			(Seci	retary)			



# ESTIMATED EFFORT AND ELAPSED TIME

# Annex E

		<u>ELAPSED</u>	<u>EFFORT</u>	NUMBER	<u>REMARKS</u>
		TIME	IN MAN-	OF TEAM	
Sr.			<u>DAYS</u>	<u>MEMBERS</u> WHO WILL	
Nr.	Phase-wise Activity			BE	
	(refer 3.2.4.1 )			<u>DEPLOYED</u>	
1	Phase – 1: Selection of System				
	Integrator (includes Study of systems				
	and floating RFP and				
	finalising the System Integrator				
	which includes:				
	Study of systems: Conduct study				
	and understand the following:				
	Study of Infrastructure Identification of processes that				
	need BPR				
	Study report				
	Prepare basic BPR for the				
	processes identified above				
	Preparation of – RFP and Short				
	Listing and				
	Finalising System Integrator.				
	Phase – 2: Drafting and Finalising				
<u>2</u>	Contract:				
	Phase –3: Finalising Technical				
3	Documents				
4	Phase – 4: Testing phase:				
<u>5</u>	Phase – 5: Data Migration:				
<u>6</u>	Phase – 6: Interface requirements:				
<u>7</u>	Phase – 7: Delivery Channels:				
	Phase – 8: Data Centre and Disaster				
<u>8</u>	Recovery Centre – Validation.				
	Phase – 9: Roll out of solution – Pilot				
9	branches.				
10	Phase – 10: Ensuring deliverables from SI and acceptance of systems.				
11	Phase – 11: Project Management				
<del></del>	Phase – 11: Project Management  Phase – 12: Validation of Training				
12	Plans.				
<u> </u>	Phase – 13: Assessment after roll-out				
13	of all branches				
	Phase – 14: Change Management - A				
	Final review				
<u>14</u>					

Place:



# Seal and signature of the bidder

# **PROPOSED TEAM PROFILE:**

Annex F

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

Documentary proofs are to be enclosed to substantiate the claims made.								
Place:								
Date:	Seal and signature of the bidder							



#### PERFORMANCE BANK GUARANTEE

Annex G

The Chief General Manager Reserve Bank of India Department of Government and Bank Accounts Core Banking Division 3<sup>rd</sup> Floor, Amar Building Sir P.M.Road, (Perin Nariman Street), Fort Mumbai 400 001,

Dear Sirs.

# PERFORMANCE BANK GUARANTEE – Consultancy Services for the Core Banking Solution Project for the Reserve Bank of India, Mumbai

#### **WHEREAS**

M/s. (name of Bidder), a company registered under the Companies Act, 1956, having its registered and corporate office at (address of the Bidder), (hereinafter referred to as "our constituent", which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), entered into an Agreement dated ....... (hereinafter, referred to as "the said Agreement") with you (Reserve Bank of India) for end to end consultancy services, as detailed in the scope of work for the consultant for the project in the RFP document, for the Core Banking Solution project of the Reserve Bank of India, as detailed in the said Agreement.

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

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

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

- I. In the event of our constituent committing any breach/default of the said Agreement, which breach/default has not been rectified within a period of thirty (30) days after receipt of written notice from you, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of Rs...... (in words and figures) without any demur.
- II. Notwithstanding anything to the contrary, as contained in the said Agreement, we agree that your decision as to whether our constituent has made any such default/s / breach/es, as afore-said and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Agreement, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.



- III. This Performance Bank Guarantee shall continue and hold good till the completion of the warranty period for the Core Banking Solution Project i.e. (date), subject to the terms and conditions in the said Agreement.
- IV. We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Purchase Agreement until the completion of the warranty period for the Total Solution as per said Agreement.
- V. We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we have an obligation to honour the same without demur.
- VI. In order to give full effect to the guarantee contained herein, we (name and address of the bank), agree that you shall be entitled to act as if we were your principal debtors in respect of your claims against our constituent. We hereby expressly waive all our rights of suretyship and other rights, if any, which are in any way inconsistent with any of the provisions of this Performance Bank Guarantee.
- VII. We confirm that this Performance Bank Guarantee will cover your claim/s against our constituent made in accordance with this Guarantee from time to time, arising out of or in relation to the said Agreement and in respect of which your claim is lodged with us on or before the date of expiry of this Performance Guarantee, irrespective of your entitlement to other claims, charges, rights and reliefs, as provided in the said Agreement.
- VIII. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.
- IX. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you (Reserve Bank of India).
- X. This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you.
- XI. Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to Rs..... (in words and figures) and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the afore-said date of expiry of this guarantee.
- XII. We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in his/their favour.



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

Notwithstanding anything contained herein:

- I. Our liability under this Performance Bank Guarantee shall not exceed Rs. .... (in words and figure);
- II. this Performance Bank Guarantee shall be valid only up to ....... (date, i.e., completion of warranty period for the Total Solution); and
- III. we are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before .... (date i.e. completion of the warranty period for the Total Solution).

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the Performance Bank Guarantee is not received by the bank within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

Dated	this	. day	2009.
Yours faithfully,			
For and on behalf of the	E	Bank,	
(Signature) Designation			

#### Note:

(Address of the Bank)

- a) This guarantee will attract stamp duty as a security bond under Article 54(b) of the Mumbai Stamp Act, 1958.
- b) A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.