

**Request For Proposal**

**Mobile Banking Application for the Bank**



<b>Version</b>	<b>SIB/DBD/01/2019-20/1.0</b>
<b>Date of issue of RFP</b>	<b>16/08/2019</b>
<b>RFP Reference Number</b>	<b>DBD/01/2019-20</b>
<b>Last date for Receipt of Proposal</b>	<b>30/08/2019 5PM</b>

**The South Indian Bank Ltd.,  
Digital Banking Department,  
3rd floor, SIB Buildings, Infopark Road,  
Rajagiri Valley, Kakkanad,  
Ernakulum, KERALA – 682039**

## **Disclaimer**

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

This RFP document is not an agreement and is not an offer or invitation to bid by The South Indian Bank Limited to any parties other than the applicants who are qualified to submit the bids (“vendors”). The purpose of this RFP is to provide the vendor(s) with information to assist them in formulation of their proposals. This RFP does not claim to contain all the information each vendor may require. Each vendor should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. The South Indian Bank Limited makes no representation or warranty and shall incur no liability under any law, statute rules or regulations as to the accuracy, reliability or completeness of this RFP. The South Indian Bank Limited may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

## **I. INVITATION FOR BID:**

The South Indian Bank Ltd, hereinafter called “The Bank” intends to invite Techno-Commercial bids from eligible Bidders to provide consultation and review of current mobile banking application of the bank and suggest the best optimized Architecture to fulfil the Bank’s expected growth. Bidder should implement the solution proposed by the bidder. The bidder should specify whether they have capability in the UI/UX consultation and design, if so include that as well in the proposal

A complete set of Request for Proposal (RFP) can be obtained from Bank’s official website or by E-mail on submission of email request.

**Bid Collection and submission details are given below.**

Bid Reference number	:	<b>SIB/DBD/RFP/01/2019-20</b>
Date of issue of RFP	:	<b>16-08-2019</b>
Date Before NDA to be Signed(Only selected Vendors will be allowed to sign the NDA)	:	<b>21-08-2019</b>
Time for Analyzing the Bank’s Current Architecture and submitting the Bid	:	<b>30-08-2019 5PM</b>
Date for the Demo	:	<b>04-09-2019 10AM</b>
Last date for final negotiation with the qualified bidders	:	<b>On or before 06-09-2019</b>
Bid submission fee	:	<b>Nil</b>

Address for submission of bids	:	Mr. Sony A Head – Digital Banking Department The South Indian Bank Ltd. SIB Building, 3rd Floor, Rajagiri Valley, Kakkanad, Ernakulam Kerala India - 682039
Contact Person	:	Mr. Sojan V J, AGM , Digital Banking Department
Telephone	:	0484-3939300/3939393 Mobile: 09447704588
E-mail	:	<a href="mailto:mobtech@sib.co.in">mobtech@sib.co.in</a>

Sl No	Requirements	Vendor Participation (Please mention the Bidder has capability and would like to Bid)
1	<p>Consultation and Review of the current Architecture of Mobile Banking Platform of the Bank and Suggest the optimized Architecture to fulfil the Bank's expected growth.(Details of current architecture will be shared to those selected vendors, whom Bank will decide and sign the NDA)</p>	Yes/No
2	<p>Bidder to provide the Mobile Banking Solution with optimized Architecture to fulfil the Bank's expected growth. The solution should have all the features currently available in the Mirror+ application of the Bank. (Details of current architecture will be shared to those selected vendors, whom Bank will decide and sign the NDA)</p>	Yes/No
3	<p>Consultation and Design of UI/UX for the Proposed Mobile Banking Application using proper UI design methodology. Bidder or Bidder's Partner firms can bid in the name of the Bidder (Details of current architecture will be shared to those selected vendors, whom Bank will decide and sign the NDA)</p>	Yes/No

**Note:-**

- Before bidding, the bidders are requested to carefully examine the RFP Document and the terms and conditions specified therein. If bidder requires any clarification on this RFP, may notify the Bank in writing or by email at the Bank's mailing address indicated in the RFP on or before **20.08.2019, 5:00 PM.**
- The purpose of this RFP is to enable the bidder to communicate their qualifications to facilitate the consultation and review of current mobile banking application of the Bank, suggest the optimized Architecture to fulfil the Bank's expected growth and Implement the solution proposed by the bidder after acceptance by the Bank. An NDA (Annexure 3) needs to be signed within 5 days from the announcement of the RFP for sharing the details of the current architecture. Bank has the full discretion to select the bidder with whom the NDA will be signed and proceed further on RFP. The Bidder will be provided 10 days from the date on which NDA is executed, to analyze the current architecture and present their solution/product. The bidder should specify whether they have capability in the UI/UX consultation and design, if so include that as well in the proposal.
- Bidders should notify the Bank if any error, omission, or discrepancy found in this RFP document on or before **20.08.2019 5:00 PM.**
- The check list for submission of annexures to be attached along with the bid are given in Annexure-1.
- All costs and expenses (whether in terms of time or money) incurred by the bidders in anyway associated with the development, preparation and submission of responses, attending the meetings, discussions, demonstrations and for providing any additional information required by Bank, will be borne entirely and exclusively by the bidders.
- The bidders must conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
- All bids (Technical & Commercial) must be submitted at a time by giving full particulars in separate sealed envelopes to the Bank's address within the time period specified above.
- The Bank reserves the right to accept or reject in part or full any or all the offers without intimating any reasons whatsoever.
- No further discussion/interface will be entertained with bidders whose bids have been technically disqualified.
- Those technically qualified bidders may depute their representative/s (Max 3) to attend the negotiation meeting as per the time schedule intimated by the Bank. The representative/s has/have to submit an authority letter duly signed by the bidder, authorizing him to represent and attend the negotiation process on behalf of the bidder. The format of the authorization letter is given in Annexure-2.
- The scope of the services specified under this RFP is governed in accordance with the guidelines/specifications of regulators or with any other relevant regulations or directions

as applicable. Any changes made by regulators or any other statutory authorities by way of amending the existing guidelines/specifications or issue of fresh guidelines/specifications on these matters shall automatically enlarge the scope of the work specified under this RFP and the duties of selected bidder shall be deemed to be discharged only when the bidder complies with the revised guidelines issued on this matter.

- The Bank expressly stipulates that the selection of bidder under this RFP is on the understanding that this RFP contains only the principal provisions for the entire assignment and the services rendered in accordance with the scope of work defined under this RFP and are only a part of the assignment. The bidder shall perform all such tasks, render requisite services as may be required for successful completion of the project to the satisfaction of the Bank at no additional cost to the Bank, to attain the underlying objectives for which this RFP is floated.
- The Bank reserves the right to change the dates mentioned above or in the RFP, which will be communicated through the Bank's web-site or through E-Mail.
- The term 'Project period/duration of project/tenure of project' used in this RFP includes Implementation period (4 months), Comprehensive Warranty period(1 year) and the AMC(Based on Bank decision) period thereafter.
- Selected bidder, based on this RFP terms and conditions should create the Mobile application with all features which is currently available in the Bank's existing mobile banking application (Mirror+).
- The necessary details regarding hardware and supporting software specifications (including the licenses required or free wares if any) to be submitted at the time of bid submission. The hardware/related software suggested by bidder should be in accordance with the regulator specifications or the specification defined by other statutory authorities.

**Who can submit the Bids?:**

- The bid shall be submitted by companies having more than 3 years' experience in full stack mobile application development, who has experience in providing Mobile platform solutions to at least one mid segment Bank in India (with more than 1 Lakh Crore business) and served minimum 3 customers. The term bidder used in this RFP refers to the entity who has submitted the bid.
- One bidder cannot submit more than one bid.
- The bidder is responsible to carry out the entire end to end implementation of the Mobile Banking Application of the Bank in conjunction with the other vendors of Bank/ Bank's Team, as per the scope of work specified in this RFP.
- If the bidder intends to partner with another entity to complete the entire assignment, they should clearly specify in the bid the name of that entity (i.e. OEM/SI) with whom they propose to partner. Further the bid should clearly spell out the tasks proposed to be undertaken by the partner. If any of the functional/technical requirements is achieved with the help of partner, details of such requirements shall be mentioned in the bid and during the product demonstration the partner shall display his capability in achieving the aforementioned requirements. The partner is also required to fulfill the eligibility criteria

specified in this RFP and the bidder is responsible for furnishing the required details to check the eligibility of partner.

- The Bank shall enter into the contract only with Authorized Vendor and the contract shall clearly outline the obligations to the Bank during the course of implementation and thereafter.
- The Bank intends to procure Mobile Banking Application/platform developed by the Bidder and will be owned by the bank. Bidder should provide the comprehensive warranty for the application and Bank will be paying the AMC if required thereafter completing the warranty period mentioned above. The Bank should have the ownership all the Intellectual Property rights associated with the application and source code, both future and present, even after the warranty/AMC period. Bank should have the right to modify application and source code without any restrictions. If Bidder use any specific proprietary platform/components escrow agreement needs to be executed.
- All the new software releases/versions/platform upgrades, security patches or otherwise for any reason should be made available to the Bank free of cost during warranty and till AMC periods and the Bank is not liable to pay / oblige SI or any OEM any additional charges / fees pertaining to third party royalty charges etc. in this regard, also this should not be the reason to restrict the Bank from upgrading to the new release / new version of the software. All statutory changes are to be incorporated as per the guidelines and timeline specified without any additional cost to the Bank during implementation, Warranty and AMC Periods.
- The bidder shall adhere with the requirements in the RFP, subjected to the satisfaction of the Bank in this RFP

Sony A  
Joint General Manager, Digital Banking Department  
The South Indian Bank Ltd, Ernakulam.

## **II. ABOUT OUR BANK**

**The South Indian Bank Ltd**, a Banking Corporate constituted under the Companies Act 1913, having its head office at SIB House, T.B. Road, Mission Quarters, Thrissur 680 001 and having Branch Offices all over the country (hereinafter referred to as “Bank”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns). We are one among the pioneers in the technology driven banking arena, known for its consistent growth and unparalleled customer service started its journey on 29th January, 1929 in Thrissur, the cultural capital of Kerala. The South Indian Bank Ltd. is first among the private sector banks in Kerala to become a scheduled Bank in 1946 under the RBI Act. With a pan India presence of 862 branches, 59 Extension Counters and more than 1315 ATMs, committed & skilled personnel and the robust technology platform, we are well equipped to grow as a customer oriented repository of savings. From the inception, the Bank has been a trend setter in the technological advancements among Private Sector players, implementation of CBS being the first example. We are currently running on Finacle 10.

The employees of the Bank with an average age of 34 years have been relentlessly innovative and their ideas have set the Bank at the forefront of technological progression. Our widely accepted array of online services like Internet Banking, Mobile Banking, Online shopping make any time banking reality. Bank has been enriching mobile based applications with features vary from. The Bank is moving ahead with well set targets, clearly defined priorities, redrawn road maps fueled with an aroma of optimism, to fulfill the vision of converting our Bank to a 'Retail Banking Powerhouse'.

### **TERMS & ABBREVIATIONS USED IN THIS DOCUMENT:**

- ‘Project/Works’ means the supply, configuration, implementation, testing and documentation related to the Mobile Banking Application.
- ‘Vendor/Bidder’ means the entity, who has submitted the Bid documents for the said ‘Works’ with the intention of submitting a competitive quotation and as certified/complied with regulator specifications or the specification defined by other statutory authorities.
- ‘Bank’ means the South Indian Bank.
- ‘NDA’ Non-Disclosure Agreement
- ‘SLA’ means Service Level Agreement which is given after the selection of the appropriate vendor by the Bank and who has been awarded the purchase order for the works.
- ‘Successful vendor’ means the vendor whose bid is accepted by the Bank and been awarded the purchases order/ contract work.
- ‘RFPQ’ means Request for Proposal & Quote.
- The following are the abbreviations and their expansions used in this document.

<b>Abbreviation</b>	<b>Expansion</b>
CBS	Core Banking Solution
RBI	Reserve Bank of India
DBD	Digital Banking Department
NPCI	National Payments Corporation of India
IDRBT	Institute of Development and Research in Banking Technology.
NDA	Non-Disclosure Agreement
SLA	Service Level Agreement

### **III. BACK GROUND:**

#### **A. Objective of RFP**

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

- 1) This Request for Proposal (RFP) is to select a vendor for analysis of current mobile banking application of the Bank and suggest the optimized Architecture to fulfil the Bank's expected growth and to implement the solution proposed by the bidder. The bidder should specify whether they have capability in the UI/UX consultation and design, if so include that as well in the proposal.
- 2) The hardware and software specification required for the proposed mobile banking solution needs to be shared by the bidder in the response. The current architecture will be shared by the Bank after bidder signs the NDA with the Bank. Bank will have the discretion to select appropriate bidders for signing the NDA. Only those vendors will be allowed to proceed with the RFP.

#### **B. Responsibilities of bidder:**

Successful bidder selected based on the evaluation criteria specified in this RFP should;

- 1) Enter into the Service Level Agreement (SLA) with the Bank in the format provided by the bank.
- 2) Set up, installation and testing of the required Hardware/Software, Integrations (including API calls and SDK integrations) with associated servers/services for providing all the features/functionalities currently available in Bank's Mobile banking application and deployment of the solution in Development, UAT, Pre-Production, DC and DR, environments.
- 3) On awarding the contract, based on the understanding of current features and functionalities of the Mobile banking application of the bank, bidder shall prepare a Business Requirement Document based on the requirements of the RFP. The bidder shall undertake to obtain Bank's approval of the Business requirement documentation (over and above Functional Requirements Specifications and System Requirement Specifications) and associated project plans before work commences. The document should provide the plan in detail based on the milestones and criticality of the requirements.
- 4) Migration of customers and transaction data to the new system.
- 5) Ensure that Solution supplied should be capable to get integrated with all existing integrations (including API calls and SDK integrations) in our Mobile banking solution. All the features currently available in the current mobile banking solution needs to be available in the solution proposed by the bidder.
- 6) The vendor should invariably furnish any deviations from the specifications and/or the terms and conditions of the SCOPE OF WORK, specifying the reasons and justifying such deviations. Non-mention of deviations shall imply compliance to Bank's specifications. Any non-disclosure of such information may disqualify the vendor at later stages of the Technical / commercial evaluation of the Bids submitted by the vendors.
- 7) Identify Project Manager, Project Leaders and members of the development teams with relevant skills. There has to be daily sync up calls with Bank's team and weekly status report to be sent to Bank to evaluate the progress of the project. The vendor will intimate the Bank if there is any change in the project team. The vendor will ensure proper back up of project leaders, developers and manager. The replacement plan should be intimated

to the Bank. The minimum experience of the project team personnel like Project Manager, Project Leader and Programmers put on work preferably should be 10, 6, 3 years respectively. Systems study and all development activities if any will have to be undertaken at the Bank's locations acceptable to the Bank. After the development completion of each feature, an onsite knowledge transfer needs to be conducted by the bidder's team. For setting up the production/other environments the bidder resources should be available in the client location. Bidder has to have dedicated onsite resources as Technical lead and the individual resources for each layers (eg UI, Middleware, DB) available to support bank from implementation time and till 6 months during initial warranty period of 1 year.

- 8) Ensure that the solution offered should have clear licenses. In case freeware's are to be used the same has to be procured and provided to the Bank. Also the vendor has to ensure that the freeware can be used by the Bank for running the required solution.
- 9) Successful bidder shall strictly comply with the key dates and time stipulated in the document. However, all efforts shall be made to explore the possibilities of quicker ways of delivering the products, complete the initial build, and achieve substantial completion and final acceptance.
- 10) The capabilities, operating characteristics and other technical details of the software offered should be furnished together with detailed product manuals, brochures, literature etc. The make, model and part number of each component shall be compulsorily indicated.
- 11) Successful bidder shall alert Bank and its own personnel about the risks either anticipated or faced either prior and / or during and / or after the execution of the project and provide all the possible solutions either to totally eliminate or to minimize such risks.
- 12) Successful bidder shall ensure all possible efforts in continuous improvement in processes, tools and procedure and practice the world class methodologies in delivering / installing products and services, managing project and also while interacting with third party vendors for cross-integration.
- 13) Bank is very much interested in long-term association with the potential vendors and hence vendors shall adapt to changes in Bank's requirements and provide superior products and services and not be mere fulfillment of contractual commitments set here forth.
- 14) Impart training on proposed solution to designated personnel of the Bank for handling the system.
- 15) Ensure that the proposed solution is in compliance with regulatory requirements and other relevant regulatory guidelines. Any instances of non-compliances observed will need to be rectified well within timelines stipulated by the Bank. Incorporate changes in the system arising on impact of amendment to regulations/Bank's policy at no additional cost and well within timelines stipulated by the regulator.
- 16) Provide modular wise user manual as well as Administrator Manual including logic used, Analysis done, methodology, etc. pertaining to Mobile Banking Solution proposed by the Bidder as per the RFP. There should be onsite support during implementation and initial 6 months of warranty period. A team size of 4 including a Technical lead. Individual resources should be available for individual layers (eg. UI, Middleware, DB). Based on the criticality of the issues, successful bidder should provide onsite/offshore support during the warranty and AMC period.
- 17) In case the product/ solution/ vendor/ OEM/SI are amalgamated/ dissolved, the impact of such an event should not have any adverse implication on the service level/ time line/cost

that is proposed for implementation of the solution. Such event would not dilute the responsibility of the successful bidder for completing the implementation within mutually agreed time lines.

- 18) The successful bidder shall provide technical support for the software application/ supplied under this contract, and will have overall responsibility of the performance, functionality and operation of the systems under this contract. Any supporting software provided/installed/configured by the bidder for smooth functioning shall be maintained/fine-tuned/parameterized by the bidder from time to time, so that the solution delivers optimal performance.
- 19) Security features should meet the standards and procedures as per Bank's IT Security Policy and Bank's Information Security, Cyber security guidelines should be followed, in line with prevailing Industrial Standards including OWASP mobile top 10.
- 20) The bidder to provide the Bank with the proper backup and recovery procedure, with necessary documents so as to meet any exigencies. The Regulatory guidelines on the preservation of data should be followed correctly. Proper Data Archival & Purging needs to be implemented for proper performance.
- 21) Treat all data and information about the Bank obtained during in the execution period and thereafter, in strict confidence and shall not reveal such information to any other party without the prior written approval of the Bank. A non-disclosure agreement should be signed between Bank and bidder at the time of RFP. The format of non-disclosure agreement form is given in Annexure-3(Only those vendors selected by Bank who signed the non-disclosure agreement can only proceed with subsequent phases of the RFP).
- 22) The bidder should absorb the efforts related to the CRs raised during the solution development and CRs raised within 1 year of GO-Live (Warranty period) without any additional cost.

#### **IV. SCOPE OF WORK:**

##### **Broad Scope:**

- 1) The Bank is requesting the bidders to analyze the current mobile banking application of the Bank and suggest the best optimized Architecture to fulfil the Bank's expected growth and the bidder needs to implement the solution agreed by the Bank.
- 2) The bidder should specify whether they have capability directly or through partners in the UI/UX consultation and design, if so include that as well in the proposal. Bidder needs to conduct a work shop for finalizing the UI design. If the UI/UX is to be done by the vendor, UI/UX should be elegant and good looking and should be approved by the Bank. Bank has the discretion to go ahead with a different vendor for UI/UX design.
- 3) It is desired to have the technical architecture certified by a TOGAF certified Architect.
- 4) Mobile application development frame work needs to be mentioned in detail in the proposal. The mobile application can be built on native/hybrid platform. The advantage of the technology/framework selection should be justified with proper reasons.The Application should be lightweight and should have a quick and responsive user journey.
- 5) All the features in Bank's current Mobile Banking Application has to be included in the proposed solution in the first production build.
- 6) Configuration Management Documentation should be provided by the bidder.
- 7) Vendor should provide the detail design of the proposed solution and also should share a detail project plan. The plan needs to cover the UAT release dates of individual features in a phased manner so that there won't be any delay in the UAT completion. Before each

UAT release the detailed onsite Knowledge transfer needs to be completed by the Bidder. Once after successful completion all UAT phases, the application will be moved into Live with all features after necessary audits. The application needs to be complied with all audit finding by Bank's empaneled auditor, whom Bank will assign for conducting the security audits.

- 8) Detail plan should include the migration of existing customer data to the new solution
- 9) Data Retention needs to be implemented as per the guidelines from RBI, regulatory bodies
- 10) CI/CD and automated testing needs to be implemented as part of the solution.
- 11) Log analysis tools needed to be implemented as part of the solution.
- 12) Customer journeys needs to be tracked and necessary tools needs to be implemented along with the solution to analyze customer experience/patterns (eg: The pages with maximum customer visits, Pages with most delayed response time etc). There should be provision to find out issues related to drop outs in registration and in all other screens.
- 13) Performance testing needed to be completed and report need to be shared as part of the delivery. The product delivered should be having capability to run performance testing in UAT environment with proper data masking(to protect confidentiality) so as to ensure that each new release/customization is not having any impact on the performance of the application.
- 14) Bidder should ensure proper coding practices are followed and static and dynamic source code review needs to be conducted. Bidder need to share the source code review report of the application with bank along with UAT release. The Bank will conduct source code review by CERT-IN empaneled auditor and necessary fixes should be done by the bidder before go-live. The ownership and right to exploitation of all the Intellectual Property rights associated with the application, source code will reside with the Bank and Bank reserves the full and unhindered right to use/exploit/commercialize the same, with or without modification.
- 15) Bidder should complete the Development/Implementation of application by 4 months, if bidder is selected. There should a comprehensive Warranty Period mentioned in the RFP document and post successful completion of the warranty Bank will enter to the AMC contract(if required by Bank), with Bidder initially for 3 years.
- 16) Migration Audit needs to be completed to make sure that all the data from existing Mobile banking solution is completely migrated to the new system. There should not be any data loss during migration.
- 17) The Hardware specification for the UAT, Production, Pre-Production and the DR environment needs to be provided by the bidder.
- 18) The application should have high availability in both DC and DR. DC to DR replication to be configured by the bidder.
- 19) The vendor should ensure that the platform is scalable both vertically and horizontally without any customizations in the platform.
- 20) Bidder needs to support and coordinate comprehensively with the application vendor(s) who has integration (including API calls and SDK integrations) with current Mobile Banking application.
- 21) The bidder has to provide support and applicable patches as and when released by the OEMs connected with the proposed solution during warranty and thereafter during AMC period. Any observation raised by Regulators/Bank/Other Agencies from time to time should be rectified and fixed by the bidder within 1 week time after reporting without any additional cost.

- 22) All software should be legally purchased and necessary documents/certificates should be supplied along with the proposed solution.
- 23) The selected bidder should upgrade the application/platform if the same goes out of support or there is a need for up gradation for compliance to regulatory guidelines during the contract period without any additional cost to the Bank.
- 24) Security features should meet the standards and procedures as per Bank's IT Security Policy and procedures should be followed, in line with prevailing Industrial Standards including OWASP mobile top 10 (2016). The bidder should comply with Bank's vendor security baseline guide line. The bidder should ensure code related to the Mobile banking solution has to be obfuscated properly with proprietary tools.
- 25) Ensure that the proposed solution is in compliance with regulatory requirements and other relevant regulatory guidelines. Any instances of non-compliances observed will need to be rectified well within timelines stipulated by the Bank. Incorporate changes in the system arising on impact of amendment to regulations/Bank's policy at no additional cost and well within timelines stipulated by the regulator.
- 26) The bidder should provide necessary admin portal and dash board required for Bank's technology/operations team with user to role/function mapping and maker checker flow.
- 27) The purchase order will be placed with successful vendor(s).

### **Testing and Acceptance**

The Bank will conduct "User Acceptance Test" (UAT) under guidance, review and supervision of the vendor to ensure that all the functionality required by the Bank as mentioned in this SCOPE OF WORK /Requirements shared with the bidder is available and is functioning accurately as per the expectations of the Bank. Consequent to UAT, if some of the functionalities, specified in this SCOPE OF WORK are not present in tune with the Bank's expectations, the vendor shall make appropriate changes for the functioning of Mobile Banking Application. The following services should be provided by the vendor:

- 1) Submit Test specifications, which outline the test cases, test objectives, test procedures, expected results, pass/fail criteria for each testing phases. Application Installation manual and inventory of all software deployed should be provided. Vendor will be responsible for setting and maintaining the test environment during the entire period of project implementation. The Vendor will ensure that the test environment's configuration and parameterization for conducting the UAT is in line with bank's requirement as mentioned in this SCOPE OF WORK/Requirements shared with the bidder. The vendor should ensure that test environment has the same configuration and functionalities and it should be capable of synchronizing from production using restoration/other standard techniques functionalities as that of the live environment.
- 2) The test plan and test specifications shall be approved by the Bank before performing any tests.
- 3) The vendor will provide the scenarios for UAT and assist in preparing test cases including the test data to support all the Business scenarios. The Vendor should have dedicated resources to work with the Bank's project team for this purpose.
- 4) Any defects found during the tests shall be immediately rectified or resolved by the vendor at no cost to the Bank. Re-test shall be arranged by the vendor after the rectification and the re-test shall be documented. Regression testing has to be done after rectification of the defects.

- 5) The vendor shall be required to perform a range of unit tests for individual sub-system to demonstrate that all items have been installed properly.
- 6) There should be another System Integration Test after the completion of all unit tests for each individual sub-system to demonstrate that the delivered solution meets all agreed features and functional requirements specified in the tender/SCOPE OF WORK.
- 7) The vendor shall be required to demonstrate that the delivered solution can support the workload mentioned as banks expectation as part of the requirements mentioned by Bank.
- 8) The vendor shall be required to demonstrate the delivered solution can meet all the performance requirements specified e.g. the time needed in fail over.
- 9) The vendor will be responsible for conducting system integration testing to verify that all system elements have been properly integrated and that the system performs all its function. Vendor should support the integration of security tools like HIPS, DAM, Anti - APT, SIEM, PIM/PAM etc
- 10) The vendor will assist the Bank in analyzing/ comparing the results of testing.
- 11) Vendor shall provide adequate resources for troubleshooting during the entire UAT process of the Bank.
- 12) The vendor will be responsible for maintaining appropriate program change control and version control of the system as well as documentation of UAT and change of configuration and parameterization after, making changes in the system. Baseline parameter configurations should be documented and provided for OS, Middleware, DB and Application layers.
- 13) Vendor shall be responsible for creating the required interfaces with the Core Banking and other systems in the bank as per the requirements of the solution. The interfaces shall be with web services, database connectivity, URLs, XML etc for both online/real-time and batch mode integrations. Suitable error logs and reconciliation systems need to be put in place wherever integrations are being built so that errors or omissions can be avoided. Suitable checks for the same may also be incorporated.
- 14) All errors, bugs, enhancements / modifications required during and after testing will be resolved within the overall timelines for implementation.
- 15) The vendor will be responsible for using appropriate tools for logging, managing, resolving and tracking issues and its progress, arising out of testing and ensuring that all issues are addressed in a timely manner to the satisfaction of the Bank and as per the requirements mentioned.
- 16) After the successful completion of all the above mentioned tests, the vendor shall be required to assist the Bank in performing the UAT to accept the delivered solution.

**Training and Documentation:**

- 1) The vendor needs to provide free trainings and educational materials for all items supplied, to the Bank's technical staff, on system/application administration, configuration and entire operations of the proposed solution.
- 2) Training must be provided in all functional areas and should be of sufficient duration – to the User's satisfaction.
- 3) Vendor will be responsible to develop training and reference materials for all the functionality of the software. Training materials should comprehensively cover all graphs, processes flows, screen-shots of the actual system functionality etc.
- 4) All trainings have to be conducted at the Bank's Office, unless with prior approval given by the Bank. All training sessions have to be conducted before production launch.

- 5) Training should be of vendor/OEM certification level standard on the delivered solution with certification training materials.
- 6) The training should at least cover the following areas:
  - Functionality available in the solution including logic and methodology of the same;
  - Customization / Parameterization;
  - Techniques for slicing and dicing of data, information and output;
  - Advanced trouble shooting techniques if any;
  - Deployment of application and identification procedures, application controls, analysis procedures provided as part of the solution;
  - Techniques of customization, development and configuration required for the solution provided;
  - System and application administration such as creation/modification and deletion of user, user groups, assigning rights, System Information Security Settings etc.
- 7) Document deliverable include but not limited to:
  - Project plan, technical design document and product specifications
  - Test plan, test specifications and test reports
  - Training guide
  - Standard product manual including software media and license materials.
  - Standard operating procedure documents should be provided.
  - Detailed installation documents should be included in the documents
  - Problem log during overall project implementation.
- 8) Detail technical design document to be created for the development phase and proper test documentation along with approved test results to be shared with the Bank along with the UAT build.
- 9) Source code Audit certificate of the proposed solution to be provided along with UAT build to the Bank.
- 10) All works related to the assignment handled are to be well documented and will form the part of deliverables. They should be delivered both in hard copy and soft copy at the end of each stage.

**Warranty & Service:**

The vendor shall provide one-year comprehensive warranty out of which initial 6 months should be onsite and the remaining 6 months' support can be on-site/offsite based on criticality of the issues, from the date of installation of software specified in the purchase order for all the supplied products. The warranty, on-site/offsite maintenance and services/support will be provided to cover software on a 24x7 throughout the said period. Details of the warranty period of the software as per the warranty policies of the respective principals or OEM should be specified clearly along with Mode/method of support. The details of the AMC provided along with the mode of support should be clearly specified. Vendor has to offer the Bank support for the application software by Annual Maintenance Contract (AMC) after the expiry of the warranty period if Bank is opting for the same. The scope, deliverables, time schedules and the support provided during the AMC period have to be specified clearly. Support provided to the bank during the implementation, warranty,

AMC periods have to be clearly specified along with the problem escalation chart, method of support, etc.

The vendor shall sign a comprehensive Service Level Agreement with the Bank covering all relevant areas along with Purchase order. Warranty period shall be effective from the date of complete and satisfactory installation of all ordered components / equipments / items. Any augmented part of the solution is also covered under warranty from respective date of installations till the expiry of the Service Level Agreement. The support should cover supplied software installation, Database software, patches, bug fixes, upgrades, updates, firmware upgrades and complete maintenance of all software components throughout the warranty/support/AMC period. Support level escalation chart has to be provided for DC and DR sites.

Annual Maintenance contract / warranty / support terms must be in accordance with the SLA (Service Level Agreement) and NDA (Non-disclosure Agreement) only, notwithstanding anything contrary contained in any other documents whether executed before or after the execution of the agreements. On the happening of an incident/defect the maximum turnaround time should be defined in the SLA. The solution provided should be optimally configured such that it works at peak performance level. Any degradation in performance should be rectified by the vendor. The vendor shall absorb any hidden cost arising out of situations, with respect to services and maintenance of the complete software and related solutions offered / supplied by Vendor, which arises due to an act or omission of vendor. Vendor should take precaution to eliminate the defects to the maximum to reduce the downtime to the minimal time. A minimum uptime of 99.5% per annum is compulsory. Vendor should assist the bank in completing licensing agreements, if any with OEM's prior to commencement of warranty period. Vendor should inform compulsorily in the submitted Bid whether any licensing agreement has to be completed prior to or after delivery of any ordered item. Draft copy of such required agreement has to be submitted with the Bid. Vendor has to take full and complete responsibility for support of all supplied items.

Undertake immediate bug fix actions in the event of software failure causing an interruption of operation of the mobile banking application as per the response / resolution times defined in Table A. During an event of any failure (software /hardware /network /etc), the solution should continue to function seamlessly and there should not be any data loss. Vendor should notify about all the detected software errors and correct them in the shortest possible time. The SI/Vendor will be responsible for notification of new versions / releases of the software and supervise their implementation in mutually agreed deadlines. Vendor should enter into the obligation that in the event OEM releases a new version of software, and Bank is using one of the previous versions, OEM would provide the full scope of services to the version used by the Bank for the period of at least 5 years from the go-live date. The vendor should confirm that the software is not compromising the security and integrity of Bank's data and also not compromising the quality of operation of Bank, particularly the services rendered to customers. The vendor should support the Bank in integrating any new applications with the Mobile Banking Application. Bidder shall be agreeable for on-call/on-site support in case of any emergency or planned activities. During the period of AMC, if the service provided by the bidder is not satisfactory, Bank reserves the right to terminate the AMC contract. The support shall be given in person or through telephone and E-mail within a reasonable time as the case may be. Only licensed copies of software shall be supplied and ported. Further,

all software supplied shall be of latest tested proven version which is bug free and malware free. The Solution offered should have all components which are bug free, no known vulnerabilities reported and of latest stable version, which are having a 3 years clean track record. The Bidder shall be bound to provide technical consultancy and guidance for successful operation of the Solutions and its expansion in future by the Bank during the warranty and AMC period. Preventive maintenance shall be compulsory during Warranty and AMC period. Preventive maintenance activity should be completed every quarter and report should be submitted to the Bank. Preventive maintenance activity should take care of parameter configuration verification, application health check-up, fine-tuning the configuration, verification of bugs/patches etc.

### **Delivery and Installation**

The application as per the purchase order specifications should be delivered in full at our DC, Pre-prod, UAT& DR, within a maximum of 4 months from the date of issuing the Purchase order. The timelines are to strictly adhere and any delay shall attract penalty. If the supply is delayed inordinately, the Bank can cancel the said purchase deal without any obligation on its part and the same shall be binding on the vendor. Vendor should install all supplied software, including OS, database, third part supporting software, drivers, patches and all other required software for the smooth functioning of the application / system at Data Center. Vendor should also designate a Project Manager / Leader to ensure installation and operationalization of all supplied software items. This Project Manager / Leader should be the single point contact of the Bank for its clarifications, support etc. The Name, designation, contact details of the identified Project Manager / Leader should be informed to the bank along with the SCOPE OF WORK. Vendor should submit the detailed documentation for the entire installation in both soft copy and hard copy.

Bank reserves the right to involve third parties, application vendor etc., in the installation process, if it deems so and the vendor shall render all assistance for the same. Vendor should provide necessary knowledge transfer to Bank for further development and maintenance of the solution.

### **Penalty Clauses**

The application software should be delivered within a maximum of FOUR MONTHS of issuing the Letter of Intent/ Purchase order. Bank will charge penalty in the following cases

- I. Non delivery/Late Delivery:
- II. Solution not meeting the requirements specified by Bank
- III. Misleading the bank in selection process by false representations
- IV. Non-compliance of Uptime and other SLA terms

For Category I, Bank will charge a penalty of 18% per annum on the entire purchase order value mentioned in the purchase order for delayed number of days. For Category II, III and IV Bank will have authority to fix the penalty amount based on the impact to the Bank.

## **V. ELIGIBILITY CRITERIA**

Bidders meeting the following criteria are eligible to submit the Bids along with the supporting documents. If the Bid is not accompanied by all the required documents mentioned in **Annexure-4**, the same would be rejected.

## **VI. AMENDMENT OF RFP:**

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

## **VII. INSTRUCTIONS FOR BID SUBMISSION:**

### **A. Request for Additional Information**

- Bidders are required to direct all communications for any clarification related to this RFP, to the Designated Bank officials and must communicate the same in writing (address for communication is given in table titled 'Bid collection and submission details'). All queries relating to the RFP, technical or otherwise, must be in writing only i.e. either via physical or electronic mail. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Bidder in the manner specified.

### **B. Modification and Withdrawal of Bids**

- The bidder may modify or withdraw its bid after the bid's submission, provided that The South Indian Bank Limited receives written notice addressed to Joint General Manager, Digital Banking Department, SIB Building, 3rd Floor, Rajagiri Valley, Kakkanad, Ernakulam, Kerala-682039 and of the modification or withdrawal, before the expiration of deadline prescribed for submission of bids. In case of modifications, the bidder is expected to resubmit entire bid. Only addendums/amendments will not be accepted.

### **C. Rejection / Acceptance of Bid**

- The South Indian Bank Limited reserves the right to accept or reject any or all the bids without assigning any reason whatsoever. Any decision of The South Indian Bank Limited in this regard shall be final, conclusive and binding on the bidder.

### **D. Cancellation of Bid**

- The South Indian Bank Limited reserves all right to cancel/re-issue/re-commence the entire bid process and or any part in case of any anomaly, irregularity or discrepancy in regard thereof without assigning any reason whatsoever, at the sole discretion of

The South Indian Bank Limited. Any decision in this regard shall be final, conclusive and binding on the bidder.

**E. Period of Validity of Bids**

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

**VIII. SUBMISSION OF BIDS**

**A. Mode of submission**

- The bidder shall submit bid in a sealed and marked outer envelope. This outer envelope shall be marked as "**Bid for Creating Mobile Banking Application for SIB**". The outer envelope shall contain following envelopes:
  1. **Envelope labelled as 'Eligibility criteria':**- This envelope shall contain the documentary proof and annexure required if any in respect of each of the criterion listed out in **Section-V**. The check list for submission of eligibility criteria is given in **Annexure-4**. This envelope shall without fail contain the profile of bidder and his partner if any as specified in **Annexure-5**.
  2. **Envelope Labelled as 'Technical Bid':** - The contents of this envelope shall assist us in evaluation of technical and functional requirements of the software/hardware/firmware solution. This envelope shall contain two envelopes, one for Functional and another for technical requirements. The envelopes shall contain the responses against the scope of work. In addition to the hard copy of the responses the envelope shall contain a CD containing the soft copy of responses.

**Content of Technical Bid**

- Implementation methodology as given in Annexure-6
  - Responses against functional and technical requirement specified in this RFP (as indicated in above paragraphs).
  - Reference site details in the format specified in Annexure-7
  - Details of past experience as specified in the Annexure-8
  - Any other relevant information
  - The correct information of the functional capabilities of product being offered should be reflected in the responses. Any additional information available, though not included in the form, may also be submitted.
  - In addition to the envelopes mentioned above, this envelop shall contain all other contents of technical bid specified in this section.
3. **Envelope titled 'Commercial Bid':** - The commercial bid should be given by the bidder in the format as shown in **Annexure -9** The Bidder is expected to quote unit price in Indian Rupees (without decimal places) for all components and services. All taxes and other statutory deductions if any to be mentioned separately.
    - The price should be quoted for each item, each unit with total cost, module wise, if modular. Prices for all items including optional items, if any, should also be mentioned. AMC for each item year wise should be provided. The envelope labeled as commercial bid should include the following:

- The bid covering letter cum declaration format is given in Annexure-12
  - Details of cost of deliverables for each item as per Annexure-11
4. **Envelope titled ‘Annexures’**: - This envelope shall contain all the Annexures specified in this RFP, except for the annexures stipulated to be included in other envelopes. It shall also include documentary proof required for substantiating the information given in Annexure, if any. In addition to the annexures specifically listed out in this RFP this envelope shall also include:
- Technology, architecture of proposed solution, exact tools to be used
  - List of all software / tools to be used together
  - Tentative project time schedule and plan
  - Quality control setup and procedures to be followed
  - Implementation
  - Technical brochures and user manual
  - Delivery, Services, Comprehensive Warranty and AMC

## **IX. ADDITIONAL INSTRUCTIONS FOR BIDDERS**

### **A. Software/Hardware**

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

### **B. Acceptance of Application**

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

### **C. Inspection and Tests**

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

#### **D. Information Ownership**

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

#### **E. Adherence to Standards**

The bidder should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities in India like . The Bank reserves the right to conduct an audit/ongoing audit of the services provided by the bidder. The Bank reserves the right to ascertain information from the Bank's and other institutions to which the bidders have rendered their services for execution of similar projects.

#### **F. Security Configuration, Monitoring and Audit**

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

#### **G. Considerations for Proposed Hardware**

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

## **H. Reporting Progress**

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

## **I. Compliance with IS Security Policy**

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

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

## **X. TERMINATION**

### **A. Termination for Default**

1. The Bank, without prejudice to any other remedy for breach of contract, by written notice of default sent to the successful bidder, may terminate this contract in whole or in part:
  - If the successful bidder fails to deliver any or all of the deliverables within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or;
  - If the Successful Bidder fails to perform any other obligation(s) under the contract.
  - If the Successful Bidder, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. Corrupt practice means the offering, giving, receiving or soliciting of anything of value or influence the action of a public official in the procurement process or in contract execution; and "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, and includes collusive practice among Bidders (prior to or after bid submission)

designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

2. In the event, the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, similar Goods or Services to those undelivered, and the Successful Bidder shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the Successful Bidder shall continue performance of the Contract to the extent not terminated.

**B. Termination for Insolvency**

If the Bidder becomes Bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Bidder is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Bidder takes or suffers any other analogous action in consequence of debt; then the Bank may, at any time, terminate the contract by giving written notice to the Bidder. If the contract is terminated by the Bank in terms of this Clause, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank. In case, the termination occurs before implementation in all the locations in terms of this clause, the Bank is entitled to make its claim to the extent of the amount already paid by the Bank to the Bidder.

**C. Termination for convenience**

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

**D. Termination – Key Terms & Conditions**

1. The Bank shall be entitled to terminate the agreement with the Bidder at any time by giving sixty (60) days prior written notice to the Bidder. The Bank shall be entitled to terminate the agreement at any time by giving notice if the bidder:
  - has a winding up order made against it; or
  - has a receiver appointed over all or substantial assets; or
  - is or becomes unable to pay its debts as they become due; or
  - enters into any arrangement or composition with or for the benefit of its creditors; or
  - Passes a resolution for its voluntary winding up or dissolution or if it is dissolved.
2. The Bidder shall have right to terminate only in the event of winding up of the Bank.

**E. Consequences of Termination**

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

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

**F. Exit Option**

1. The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:
  - Failure of the bidder to agree on the terms of the contract within 10 days from the date of communication of award by the Bank and sharing of terms of contract by the Bank. If the bidder does not meet these criteria, then the Bank may at its discretion declare the next best bidder as the successful bidder.
  - Failure of the successful Bidder to sign the contract within 30 days from the agreement on the terms of the issue of Contract by the Bank or as per the Bank's specified date.
  - Delay in completing installation / implementation and acceptance tests/ checks beyond the specified periods;
  - Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.
2. The Bank and the Bidder shall together prepare the Reverse Transition Plan as part of Bidder exit plan. However, the Bank shall have the sole discretion to ascertain whether such Plan has been complied with.
3. Notwithstanding the existence of a dispute, and/or the commencement of arbitration Proceedings, the Bidder will be expected to continue the facilities management services. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with.
4. Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Bidder to the Bank or its designee to ensure smooth handover, transitioning of application knowledge, Bank's deliverables, and maintenance and facility management.

**G. Termination of contract**

1. Apart from the general grounds of default mentioned above, the Bank reserves its right to cancel the order in the event of, but not limited to, one or more of the following specific situations:
  - Unnecessary or unwarranted delay in execution of the work allotted or delay in delivery of devices to the respective locations.
  - Delay in services of the complaints raised.
  - Delay in providing the requisite manpower at the Bank's site.
  - Delay in submission of reports beyond the stipulated periods.
  - Breach of trust is noticed during any stage of the consultancy assignment.
  - The selected bidder commits a breach of any of the terms and conditions of the bid.
  - The selected bidder goes in to liquidation voluntarily or otherwise.

- If it is found at any stage that the bidder has concealed any important information or has submitted any false information or declaration particularly regarding any pending legal action or blacklisting status.
  - The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under this contract or any other contract/order.
  - The decision of the Bank as to whether or not any one or more of the above situation has(have) arisen shall be final and binding on the vendor.
2. In addition to the cancellation of order, The Bank reserves the right to appropriate the damages from foreclosure of the Bank guarantee given by the bidder.

**H. Termination of partner of Bidder**

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

**Force Majeure**

1. Notwithstanding the provisions of TCC (Terms & Conditions of the Contract), the Bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
2. For purposes of this clause, “Force Majeure” means an event beyond the control of the Bidder and not involving the Bidder’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
3. If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**J. Resolution of disputes:**

1. The Bank and the bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, The South Indian Bank Limited and the bidder are unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.
2. All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two Arbitrators: one Arbitrator to be nominated by the Bank and the other to be nominated by the Bidder. In the case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. The Arbitration and Conciliation Act 1996 shall apply to the arbitration proceedings and the venue & jurisdiction of the arbitration shall be Thrissur.

3. The cost of arbitration (except the cost & fees of Advocates) shall be borne by each party in equal proportion. The cost of the advocates shall be borne by respective party appointing the Advocates.

## **XI. SELECTION STRATEGY**

1. The objective of the evaluation process is to evaluate the bids to select an effective and best fit solution at a competitive price. The evaluation will be undertaken by an Internal Selection Committee formed by the Bank. The Bank may consider recommendations made by External Experts/Consultants on the evaluation. The committee or authorized official shall recommend the successful bidder to be engaged for this assignment before Board and the decision of our Board shall be final, conclusive and binding on the bidders.
2. The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non- conformity or any minor deficiency in an offer. This shall be binding on all Bidders and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.
3. Bank may call for any clarifications/additional particulars required, if any, on the technical/commercial bids submitted. The bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time. Bank reserves the right to call for presentation/s, product walkthroughs, on the features of the solution offered etc., from the bidders based on the technical bids submitted by them. Bank also reserves the right to conduct Reference Site Visits at the bidder's client sites. Based upon the final technical scoring, short listing would be made of the eligible bidders for final commercial bidding.

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

### **A. Evaluation of Bid:-**

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

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

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

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

The type of response/scale	Expansion/meaning
A	Available – Standard Feature
C	Customizable before “Go Live”
NA	Will not Support

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

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

- Eligible Bidders will be required to make presentations to supplement their bids and show a detailed product demonstration. The number of eligible bidders called for product demonstration is purely a matter of discretion of the Bank. The Bank will schedule presentations and the time and location will be communicated to the Bidders. Failure of a Bidder to complete a scheduled presentation to the Bank may result in rejection of the proposal.
- The marks assigned under this parameter shall be based on the effectiveness of the demonstrations and presentations made by the bidder. The same criteria (as Evaluation for functional specifications) will be applied to Product Demonstration also.

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

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

suitability of response. The Bidder should provide explanation on the Project Management process that is proposed for the Bank including details of how the same was applied in a similar project.

- Training: The Bidder will be responsible for training the Bank's identified employees in the areas of implementation, operations, management, error handling, system administration, etc. with respect to the implementation of Integrated Financial Management Solution.

**d. Scoring Methodology for Past Experience (PE)**

- The Bidder should provide details of past experience in implementing the proposed solution.
- The Bidder's past experience shall be evaluated and the score obtained by the Bidder shall be considered for evaluation as given in the Annexure-8 'Past Experience'.

The details related to the same is attached as an annexure 16

**B. Evaluation of Commercial Bid:-**

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

## **XII. AWARD OF CONTRACT**

### **A. Notification of Acceptance of Bid**

- Before the expiry of the period of validity of the proposal, The South Indian Bank Limited shall notify the successful bidder in writing by hand-delivery or by email, that its bid has been selected. The bidder shall acknowledge in writing receipt of the notification of selection and has to convey his absolute, unconditional and unqualified acceptance and thereafter enter into agreement / Contract within 10 days from the date on which selection is notified to bidder. The proposed format of notification of acceptance is given in Annexure-13.

### **B. Project Management:**

- The bidder will nominate a Project Manager immediately on acceptance of the order, who will be the single point of contact for the project.
- The selected bidder shall ensure that personnel deployed are competent, do not violate any of the contractual obligations under this contract and while on the premises of the Bank conduct them in a dignified manner & shall not behave in any objectionable manner.

### **C. Signing of Contract**

- Acceptance of selection shall be followed by signing of the Contract. However selection committee may negotiate certain terms & conditions with successful bidder and obtain necessary approvals from higher authorities, before signing of the Contract. The Bidders should sign the Contract Form, which will be provided for successful bidder. The signing of Contract will amount to award of contract and Bidder will initiate the execution of the work as specified in the Contract. The signing of contract shall be completed within 15 days of receipt of notification of the acceptance of bid. Once the contract is executed, the terms in contract shall supersede the terms in the RFP.
- The contract is signed for the entire duration of the project. Successful bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc or such other statutory infringements under any act in force at that time in respect of all the hardware, software and network equipment's or other systems supplied by bidder to the Bank from whatsoever source.

### **D. Conditions Precedent to Contract**

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

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

### **E. Time Period for Completion of Assignment**

- The assignment will be for a period comprising of Implementation period (4 Months) of creating the Mobile Banking Application for SIB, Warranty period (1 years) & AMC Period thereafter(Based on Bank decision).
- The Bank, at its option may extend the timeframe, depending on its requirements.
- The successful bidder shall complete the project / perform and render the Services within the agreed time frame starting from the date of award of Contract/Agreement.
- Devices shall be delivered thereafter on PO issued as per the requirements of the Bank.

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

- The Successful Bidder must strictly adhere to the time schedule, as specified in the Contract, executed between the Bank and the bidder, pursuant hereto, for performance of the obligations arising out of the contract and any delay will enable the Bank to resort to any or all of the following at sole discretion of the Bank.

- If there is any delay in the implementation of the project due to bidder /partner's fault in complying with time schedule furnished by the bidder and accepted by the Bank, it will be charge 18% per annum on the entire purchase order value mentioned in the purchase order for delayed number of days. Project Implementation cost in this context refers to total expenditure expected to be incurred by the Bank for procurement, design and implementation of Mobile Banking Application in a workable condition, which includes the other requirements not limited to UIDAI /NPCI/RBI/other authorities/agencies/other relevant Acts, rules, regulations, directions as applicable. Thereafter the order/contract may be cancelled and amount paid if any, may be recovered with 1.25% interest per month. Any deviations from the norms would be treated as breach of the contract by the bidder and will be dealt with accordingly. The delay will be measured with reference to time schedule to be specified in the contract to be entered with the successful bidder.
- The Bank also reserves its right to claim damages for improper or incomplete execution of the assignment.

#### **G. Use of Contract Documents & Information**

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

#### **H. NO CLAIM' Certificate**

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

#### **I. Publicity**

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

#### **J. Payment Terms:**

- 10% on issuance of the PO.
- 20% after UAT Acceptance
- 40% after Movement to Production and sharing of source code
- 30% after satisfactory working of solution for three months after successful implementation.

#### **K. Taxes and Duties:**

- The Successful Bidder will be entirely responsible to pay all taxes whatsoever in connection with delivery of the services at the sites including incidental services and commissioning.
- Wherever the laws and regulations require deduction of such taxes at the source of payment, Bank shall effect such deductions from the payment due to the Bidder. The

remittance of amount so deducted and issue of certificate for such deductions shall be made by Bank as per the laws and regulations in force.

- Nothing in the contract shall relieve the Bidder from his responsibility to pay any tax that may be levied in India/abroad on income and profits made by the Bidder in respect of this contract.

#### **L. General Terms and Conditions**

- Bank reserves the right to either not to implement the solution or to partially implement the solution.
- Vendor should not outsource/subcontract the project fully or partly to a third party other than the partner mentioned in the RFP response.
- Any incomplete or ambiguous terms / conditions / quotes will disqualify the offer.
- Any terms and conditions of the Bank which are not acceptable to the Vendor should be specifically mentioned in the bid document.
- Bank reserves the right to accept or reject any bids without assigning any reason thereof and Bank's decision in this regard is final.
- The Bank reserves the right to stop the RFPQ process at any stage and go in for fresh RFPQ without assigning any reasons or to modify the requirements in RFPQ during the process of evaluation at any time.
- Bank is not bound to place an order on the lowest price vendor or the best technical vendor.
- Bank reserves the right to cancel the purchase order if the supplied items are not commissioned within the agreed period from the date of PO unless extended in writing by Bank.
- In case the selected vendor fails to deliver all or any of the ordered items as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the selected vendor.
- Bank can disqualify any vendor who fails to sign the Service Level Agreement (SLA) and Non-Disclosure Agreement (& NDA).
- The implementation shall be deemed to complete if the solution is rolled out to the full satisfaction of the bank.
- The Bank reserves the right to cancel the contract and recover the expenditure incurred by the Bank if the selected vendor does not perform to the satisfaction of the Bank or delays execution of the contract. The Bank reserves the right to get the balance contract executed by another party of its choice. In this event, the selected vendor is bound to make good the additional expenditure which the Bank may have to incur in executing the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.
- All inquiries, communications and requests for clarification shall be submitted in hard copies / e-mail to Bank and response for the same shall be obtained in writing. Only such documents shall be considered as authoritative.
- Successful vendor shall be responsible for compliance with all requirements under the rules, regulations, terms & condition of all regulatory bodies / statutory authorities etc and shall protect and indemnify completely Bank from any claims / penalties arising out of any infringements / violations.
- Successful vendor shall protect and fully indemnify Bank from any claims for infringement of patents, copyright, licenses, trademark or the like.
- All the intellectual property rights related to the project shall be the property of Bank and Bank reserves the right to implement the same at other centers in future with or without the involvement of the successful vendor.
- The vendor should explicitly absolve the Bank of any responsibility / liability for the use of system or other supplied software, with regard to copyright / license violations, if any.
- Vendor should ensure that all points in the RFP (including Annexure) are taken into account before submitting the Bid documents. If a particular point is mentioned in Main document and not in Annexure or vice-versa, it should not be construed as an error and the vendor should submit all relevant information irrespective of whether it has been

- requested or not. Bank reserves all right to ask any information related to RFPQ irrespective of whether it has been mentioned in the RFPQ or not.
- Bids once submitted shall be final and no amendment by the vendor shall be permitted. A vendor shall submit only one set of proposals. However Bank reserves the right to renegotiate the prices in the event of change in market prices of both the hardware and software. Bank reserves the right to ask clarifications of any vendor on any matter specified in the submitted bid.
  - Further, subsequent to the orders being placed / agreement executed, the vendor shall pass on to Bank all fiscal benefits arising out of reductions in Government levies viz., sales tax, excise duty, custom duty etc.
  - All information disclosed through this RFPQ or verbally or in writing or in any manner or form including but not limited to all computerized data, information or software specifications, data, notes, memoranda and any other writings between the Bank and vendor or vice-versa shall be treated as confidential and shall not be disclosed to a third party, without mutual agreement.
  - Sharing of Bank's data / information or voice data in public domains / social media is strictly prohibited.
  - Neither the vendor nor the OEMs will have any right to audit the purchaser due to any reason.
  - Vendor shall allow the Reserve Bank of India (RBI) or persons authorized by it to access the documents, records of transaction or any other information given to, stored or processed by vendor relating to Bank or this agreement (RFPQ), within a reasonable time failing which vendor will be liable to pay any charges / penalty levied by RBI
  - In the event of any notification / circular / guideline issued by UIDAI/Reserve Bank of India (RBI) or any other regulatory authority restraining the Bank from availing the services or vendor from rendering the services under this agreement, Bank shall terminate the agreement forthwith, without assigning any reasons thereof.
  - Bidders should ensure that exchange rate fluctuations, change in import duty/other taxes should not affect the rupee value of bid over the validity period defined in this RFP.

#### **M. Right to Requirements**

- Bank reserves the right to alter the requirements specified in the RFP. The Bank also reserves the right to delete one or more items from the list of items specified in the RFP. The Bank will inform all vendors about changes, if any.
- The vendor agrees that Bank has no limit on the additions or deletions on the items for the period of the contract. Further the vendor agrees that the prices quoted by the vendor would be proportionately adjusted with such additions or deletions in quantities.
- Bidder should compulsorily respond to any clarification (technical, functional, commercial) letter/E-mail sent by the Bank.
- The South Indian Bank Limited reserves the right to open the quotations soon after their receipt from all the Bidders without waiting till the last date specified.
- Continuity of project team members to be ensured during the period of project.
- Presence of any incomplete or ambiguous terms/ conditions/ quotes will disqualify the offer.
- The South Indian Bank Limited is not responsible for non-receipt of quotations within the specified date and time due to any reason including postal holidays, or other types of delays.
- The South Indian Bank Limited is not bound to place the order from the lowest price bidder or the most competent bidder.
- The bidder shall share its technology strategies and research & development efforts, conducted in the course of this assignment with The South Indian Bank Limited.
- All inquiries, communications and requests for clarification shall be submitted in Hard copies/e-mail to The South Indian Bank Limited and response for the same shall be obtained in writing. Only such documents shall be considered as authoritative.
- The bidders should ensure that all points in the RFP document are taken into account before submitting the Bid Documents.

- The bidder should have implemented similar assignment and necessary verifiable references in this effect should be submitted with the proposal.
- Bidders are bound to make full disclosure of information required to judge them on the basis of selection criteria.

#### **N. litigation**

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

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**Annexure-1**

**Check List for Submission of Bid Documents**

<b>SI No:</b>	<b>Description</b>	<b>Annexure No.</b>
1.	Authorization Letter Format	2
2.	Non-Disclosure Agreement Form	3
3.	Check list for Submission of Eligibility Criteria	4
4.	Profile of Bidder/Partner	5
5.	Implementation Methodology	6
6.	Reference Site Details	7
7.	Past Experience	8
8.	Cover Letter for Commercial Bid	9
9.	The format for furnishing the price of Software & Hardware	10
10.	Table for Arriving at the Total Cost	11
11.	Bid Submission Covering Letter	12
12.	Notification of Acceptance	13
13.	Performance Certificate	14
14.	Supplier (Vendor) Security Baseline	15

**Annexure-2**  
**Authorization Letter Format**

(On Organization's letter head)

Place:

Date:

To

Joint General Manager  
The South Indian Bank Ltd  
Digital Banking Department,  
SIB Building, 3<sup>rd</sup> Floor,  
Rajagiri Valley, Kakkanad,  
Ernakulam, Kerala,

Dear Sir,

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

REF: YOUR RFP NO: - SIB/DBD/RFP/01/2019-20

This has reference to our above RFP for implementation of Mobile Banking Application complying to RBI/NPCI and other relevant Acts, rules, regulations, directions as applicable.

Mr. / Ms. \_\_\_\_\_ is hereby authorized to attend the Pre-bid negotiations & to discuss with you on the subject RFP- "Mobile Banking Application" on \_\_\_\_\_ on behalf of our organization.

The specimen signature is attested below: \_\_\_\_\_

Specimen Signature of Mr. /Ms. \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorizing Authority

\_\_\_\_\_  
Name and designation of Attesting Authority

**Annexure-3**  
**NON – DISCLOSURE AGREEMENT**

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

BY AND BETWEEN

**M/s XYZ**, a<sup>1</sup> ----- registered under ----- Act, having CIN----- and its registered office at  
.....and having a branch / office at .....  
(hereinafter called ‘Service Provider/ *short name*’ which expression, unless contrary or repugnant to  
the context, shall include its successors, administrators, executors, assigns as the case may be) of the  
ONE PART;

**AND**

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

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

**WHEREAS**

1. The Bank is engaged in banking business and intends to appoint a service provider for  
consultation and review of current mobile banking application of the bank, suggest the best  
optimized Architecture to fulfil the Bank’s expected growth and implement the solution  
proposed by the bidder. The UI/UX consulting/review is also covered in the scope based on  
the bidder/bidder’s partner’s capability (hereinafter referred to as “the Purpose”) in accordance  
with the best practices and guidelines of RBI/Companies Act 2013 and other relevant Acts,  
rules, regulations, directions as applicable and as per the scope which is specified in the RFP  
document (/ specified by Bank in this regard). In the course of such assignment, Bank may  
have various rounds of discussions and negotiations with service provider whose RFP  
responses are accepted by the Bank and it is anticipated that, during such discussions and  
negotiations, Bank or any of its officers, employees, officials, representatives or agents may  
disclose, or deliver, to the Service Provider some Confidential Information (as defined  
hereinafter), in connection with aforesaid Purpose. Further, the Bank may continue to provide  
such information if Service Provider is engaged by Bank pursuant to a formal written  
agreement.

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

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

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

**1. Confidential Information :**

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

Confidential Information does not include information which:

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

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

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

## **2. Data Protection :**

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

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

## **3. Restrictions on Use :**

The Service Provider undertakes and covenants that:

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

#### **4. Publications :**

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

#### **5. Term :**

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

1. the date falling 36 months from , and
2. the termination of engagement/ appointment of Service Provider (made pursuant to formal agreement in writing), by the Bank at its sole discretion or termination of such engagement by efflux of time.

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

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

#### **6. No Obligation to Contract :**

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

#### **7. Title and Proprietary Rights :**

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

**8. Remedies:**

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

**9. Governing Law:**

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

**10. Indemnity:**

The Service Provider shall defend, indemnify and hold harmless the Bank, its affiliates, subsidiaries, successors, assignees and their respective officers, directors and employees, at all times, from and against any and all claims, demands, damages, assertions of liability whether civil, criminal, tortious or of any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties made by the Service Provider and / or breach of any provisions of this Agreement, including but not limited to any claim from third party pursuant to any act or omission of the Service Provider, in the course of discharge of its obligations under this Agreement.

**11. Applicability of Provisions :**

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

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

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

**12. General :**

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

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

<b>For and on behalf of ----- -Ltd.</b>	<b>For and on behalf of The South Indian Bank Ltd.</b>
Name	Name
Designation	Designation
Witness	Witness

**Annexure-4**  
**Check list for submission of eligibility criteria**

Sl. No.	Details	Compliance( Yes/ No)	Proofs to be enclosed	Remarks (avoid this column during submission)
1.	Bidder should be a company under Indian Laws.			Reference of Act/Notification, Registration Certificate or any document evidencing the formation of entity and full address of the registered office.
2.	The bid shall be submitted by either an OEM (Original Equipment Manufacturer/ Product Vendor) / SI (System Integrator). The term “bidder” used in this RFP refers to the entity who has submitted the bid.			Certificate from OEM for SI as Bidder.
3.	Bidder should be a profitable organization for the last 3 years and should have average revenues in excess of INR 5 Crores for the last financial year.			Copy of the audited balance sheets along with Profit and Loss statement for the corresponding years and / or Certificate of the Chartered Accountant.
4.	The bidder should be a company and have a local presence of support center locally in India.			Bidder should specifically confirm on their letter head in this regard.
5.	The Authorized Partner / Distributor / SI, etc. also should have direct presence or representative offices and support centres in India.			Bidder should specifically confirm on their letter head in this regard.
6.	3 Client references of the implementation in India should be provided for a similar deployment.			Client Details with Email/Landline/Mobile for whom the Bidder has executed

				similar projects. This should include the Bank to whom this solution has been provided. The bidder should also provide performance certificate (clients letter head Annexure-14) from clients kept as reference (Start and End Date of the project to be mentioned) 1. 2. 3.
7.	Bidder should not have been blacklisted for deficiency in service by any Public Sector Banks/ Private Sector Banks / RBI / UIDAI / IBA /NPCI / IDRBT.			Self Declaration to be submitted by the bidder, which is subjected to the satisfaction of South Indian Bank.
8.	Past/Present litigations, disputes, if any			Brief details of litigations, disputes, if any are to be given on Company's letter head.
9.	Development / Testing / Deployment Methodologies			Documents on development / testing / deployment framework, tools, templates & utilities to be provided.
10.	If the bidder intends to partner with another entity to complete the entire assignment, they should clearly specify in the bid the name of that entity (i.e. OEM/SI) with whom they propose to partner. Further the bid should clearly spell out the tasks proposed to be			Bidder should specifically confirm on their letter head in this regard.

	<p>undertaken by the partner. If any of the functional/technical requirements is achieved with the help of partner, details of such requirements shall be mentioned in the bid and during the product demonstration the partner shall display his capability in achieving the aforementioned requirements. The partner is also required to fulfill the eligibility criteria specified in this RFP and the bidder is responsible for furnishing the required details to check the eligibility of partner.</p>			
11.	<p>Bidder should sign the Non-Disclosure Agreement in stamp paper not less than INR 200 if selected by the Bank for</p>			
12.	<p>Bidder should agree to the terms and conditions of SLA, which shall be submitted in detail for the successful bidder.</p>			<p>Bidder should specifically confirm on their letter head in this regard.</p>
13.	<p>Offered solution Should be available in both Android and iOS.</p>			<p>Bidder should specifically confirm on their letter head in this regard.</p>

**Annexure-5**  
**Profile of bidder/Partner**

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

**Annexure-6**  
**Implementation methodology**

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

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

**Annexure-7**  
**Reference Site Details**

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

Particulars	Response
Name of the Bank/ Financial Institution	
Country of Operation	
Address of the Organization	
Annual Turnover of the Organization for the Financial Year 2017-18	
Date of commencement of Project	
Date of completion of Project	
Scope of Work for Solution	
Partner for the project	
Project Start date and End date	
List all the modules/components of the system being used.	
Type of Architecture in which the system has been implemented.	
Implementation details e.g. Number of Sites, time taken for Operationalization, volumes of processing etc.	
State the duration of the implementation	
Number of users and the geographical spread of the implementation	
Average Team size on site for project implementation (SI & OEM Team)	
Contact Details from the Bank/Financial Institution for reference	
<input type="checkbox"/> Name of the Contact Person	
<input type="checkbox"/> Designation	
<input type="checkbox"/> Phone Number/e-mail	



**Annexure-8**  
**Past Experience**

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

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

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

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

**Annexure-9**  
**Cover Letter for Commercial Bid**

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

Date:

To,

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

Dear Sir/ Madam,

**Subject: Response to RFP Ref No: SIB/DBD/RFP/01/2019-20**

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply & deliver the Mobile Banking Application inconformity with the said Bidding documents may be ascertained in accordance with the commercial bid (termed as Annexure-10 and Annexure-11 in your RFP) attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to deliver, install and commission the system, in accordance with Requirements specified within the RFP and as per the Best Practices and Guidelines of RBI/NPCI and other relevant Acts, rules, regulations, directions as applicable.

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

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws in force in India.

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

Dated this ..... day of ..... 2019

(Signature)

(Name) (In the capacity of)

(Duly authorized to sign Proposal for and on behalf of)

**Annexure-10**

**Format for furnishing the price of Software/Hardware (Bill of Material)**

**a. The format for furnishing the price of software**

The Bank intends to procure Mobile Banking Application. The Bank should have the ownership and right to use these without any restriction of modification.

<b>Sl.No</b>	<b>Item</b>	<b>Description</b>	<b>Unit Price in INR</b>	<b>Total Price in INR</b>	<b>Comments By Vendor</b>
1					
2					
3					

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

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

Dated.....

(Signature)  
(In the capacity of)  
Duly authorized to sign bid for & on behalf of  
(Name & Address of the Bidder)

**Annexure-11**

**TABLE-A: Cost of the application, Software, Hardware, Customization, Training, etc**

Sl.No	Item Description	Unit Price	Total Price	Taxes / VAT if any	Total payable

GRAND TOTAL

**TABLE-B: Cost of AMC after the warranty for Software, Customization etc**

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

**(Amount in INR only)**

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

**Amount in words:**

Dated.....

(Signature)  
(In the capacity of)  
Duly authorized to sign bid for & on behalf of  
(Name & Address of the Bidder)

**Annexure-12**

**Bid Submission Covering Letter**

Note: This Bid Offer Covering letter should be on the letterhead of the Bidder and should be signed by an authorized person.

Date:

To,  
Joint General Manager  
The South Indian Bank Ltd, Digital Banking Department,  
SIB Building, 3<sup>rd</sup>Floor, Kakkanad, Ernakulam, Kerala, India – 682039

Dear Sir/ Madam,

Subject: Response to RFP Ref No: SIB/DBD/RFP/01/2019-20

- i. With reference to the RFP, having examined and understood the instructions, terms and conditions forming part of the RFP.
- ii. We agree and undertake that, if our Bid is accepted, we shall deliver, install and commission the Mobile Banking Application in accordance with the Requirements specified within the RFP within the timeframe specified, starting from the date of receipt of notification of award from The South Indian Bank Ltd.
- iii. We acknowledge having received the following addendum to the bid document:

Addendum No.	Dated

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

Dated this ..... day of ..... 2019

Yours faithfully,

(Signature)  
(In the capacity of)Duly authorized to sign bid for & on behalf of  
(Name & Address of the Bidder)

**Annexure-13**

**Notification of Acceptance**  
(On Organization's letter head)

Place:  
Date:

To

Joint General Manager  
The South Indian Bank Ltd  
Digital Banking Department,  
SIB Building,  
3<sup>rd</sup>Floor, Rajagiri Valley  
Ernakulam, Kerala,

India – 682039

Dear Sir,

SUB: RFP No SIB/DBD/RFP/01/2019-20 Dated 01-08-2019

REF: Your Letter No: - \_\_\_\_\_ Dated \_\_\_\_\_.

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

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

Signature of Authorized Person  
(Seal)

**Annexure-14**

**PERFORMANCE CERTIFICATE**

To be provided on Organization's letter head

To,  
Joint General Manager  
The South Indian Bank Ltd  
Digital Banking Department,  
SIB Building,  
3<sup>rd</sup> Floor, Rajagiri Valley  
Ernakulam, Kerala,

Sir,

Reg.: RFP for New Mobile Banking Solution

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

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

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

Place:

Date:

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

**<seal of Bank/Client>**

## Annexure-15

### SUPPLIER (VENDOR) SECURITY BASELINE

#### **1. Scope of the document**

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

#### **2. Security Policy**

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

#### **3. Organizing Information Security**

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

#### **4. Asset Management**

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

#### **5. Human Resources Security**

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

## **6. Physical and Environmental Security**

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

## **7. Communications and Operations Management**

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

## **8. Access Control**

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

## **9. Information Systems Acquisition, Development and Maintenance**

- All applications should be designed to meet requirements for availability and protected from denial of service attacks.

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

## **10. Information Security Incident Management**

- A documented information security event management process must be implemented which includes incident response, escalation, and remediation.
  
- i. Information security events and incidents include:
  1. loss of service, equipment or facilities,
  2. system malfunctions or overloads,
  3. human errors,
  4. non-compliances with policies or guidelines,
  5. breaches of physical security arrangements,
  6. uncontrolled system changes,
  7. malfunctions of software or hardware,
  8. access violations,
  9. legal and regulatory violations
  10. Malware
  11. Suspicious and benign behaviors that may lead to an event
  
- Any security event involving or impacting SIBs services must be reported to SIB within the shortest duration of time.
- Data Retention Logs must be maintained and made available for use in investigations as related to any security incidents.
- Applications developed by the Supplier will allow all data to be extracted if required by the banks Inspection / Forensic team. The process should be allowed until the event is over.
- Both parties will act in good faith to preserve the other company's evidence and reasonably cooperate with each other during an investigation.

## **11. Business Continuity (BC) Management**

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

## **12. Virtualization and Cloud Services**

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

### **13. Compliance**

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

**Annexure-16**

SL No	Evaluation Points	These are the parameter the Bidder will be evaluated, Bidder to update details
1	<b>Features</b>	
	1) Existing feature mentioned in the Business Requirement Document	
	2) Value adds Bidder can provide other than the requirements shared by Bank	
	3) Admin and Management portal (User management, Server Management, Log analysis etc.)	
2	<b>Architecture</b>	
	1) Scalable	
	2) Easy integration with existing features	
	3) Ease of Maintenance	
	4) Component Costs including License	
	5) CI/CD Availability	
	6) Effective Performance testing	
	7) Static and Dynamic Code Analysis facility	
	8) Security Features available in the solution	
3	<b>Product Demonstration &amp; Bid presentation</b>	
4	<b>Approach and Methodology</b>	
5	<b>Time line to complete the Project(it is an added advantage for the bidder to complete the project within 3 months)</b>	
6	<b>Past Experience</b>	
	1) How many years Bidder is doing Mobile application development	
	2) Years of Experience in BFSI domain	
	3) How many clients Bidder is serving with Mobile banking application	
	4) Experience in Migrations in BFSI	