



HEAD OFFICE

INFORMATION TECHNOLOGY DEPARTMENT

NARWAL, JAMMU – 180006

JAMMU & KASHMIR, INDIA

Phone: +91 7051510171, 7051510172

Email: it.hoj@jkgb.in

REQUEST FOR PROPOSAL (RFP) For SUPPLY/INSTALLATION/ CUSTOMIZATION/TRAINING/ SUPPORT of AML SOLUTION

DISCLAIMER

*** This RFP is meant for the exclusive purpose of PROCUREMENT OF AML SOLUTION as per the terms & conditions and specifications indicated. It shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.

CONTENTS

S.No.	Item No.		Page No.
1	Statement Of Purpose	---	3
2	Tender Details	---	4
3	Eligibility Criteria	---	7
4	Background Information	---	8
5	Scope of Work	---	9
6	Outcomes, Time Lines, Performance Standards & Deliverables	---	15
7	Terms Of Contract/ Payments/ Penalties	---	16
8	Evaluation And Award Process	---	21
9	Annexures	---	25

1. STATEMENT OF PURPOSE

J&K **GRAMEEN** BANK (JKGB) intends to select technically competent and commercially competitive Vendor for Supply, Installation, implementation & maintenance of AML Software /Solution (customizable for our organizations specification) to cater to existing and future requirements of the Bank. This document is prepared by J&K GRAMEEN BANK for its RFP for Supply, Installation & implementation of Software for AML Solution. It should not be reused or copied or used either partially or fully in any form.

The information provided by the bidders in response to this Request for Proposal will become the property of J&K Grameen Bank and will not be returned. The Bank reserves the right to amend, cancel, rescind or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding upon them. The Bank also reserves its right to accept or reject any or all responses to this RFP without assigning any reason whatsoever.

2. TENDER DETAILS

Tender Reference No.	JKGB/IT/AML/2019-2922
Tender Publication Date	19-09-2019
Cost of RFP Document	(A non-refundable fee of Rs 5000/= (Rupees five thousand only) in the form of Demand Draft in favour of Bank, payable at Jammu shall have to be attached with the bid)
EMD	INR 2,00,000/- Only
Last Date for Pre-Bid Queries by email. (Telephonically only if requires discussion)	30-09-2019 (Tuesday) 16:00 Hours
Queries to be emailed at	It.hoj@jkgb.in
Last Date for Submission of Bid Documents	14-10-2019 (Monday) 14:00 Hours
Date & Time of Opening of Technical Offer	14-10-2019 (Monday) 15:00 Hours
Contact Person/ Address of Communication/ Opening of Bids	HOD IT, J&K Grameen Bank Ltd., Head Office, IT Department, Narwal, Jammu J&K, India -180 006
Contact Telephone Numbers	+91 7051510171, 7051510172
Email Address / Web Site Details	It.hoj@jkgb.in / www.jkgb.in

2.1. INSTRUCTION TO BIDDERS:

Technical offers received by the Bank will be opened in presence of the vendor's representatives who choose to attend the opening on the date and time specified above. Only the Vendors who have submitted their offer in response to this tender are permitted to attend the opening.

It is essential that all clarifications / queries, if any, be submitted to the Bank as per table below, before the last date for Pre bid queries.

Technical Specifications, Terms and Conditions and various format for submitting the Tender Offer are described in the tender document and its Annexures.

Earnest Money Deposit (EMD) in the form of Irrevocable Bank Guarantee as per the specimen in Annexure IV must accompany the original Technical Offer as specified in this tender document. Offers received without EMD will be rejected.

Two copies of the offers (both Technical & commercial) must be submitted at the same time, giving full particulars in **TWO SEPARATE sealed envelopes** at date, time and venue specified in this RFP document

Offers received after the last date and time specified for such receipt will be rejected. All envelopes should be securely sealed and stamped.

The TWO SEPARATE sets of sealed envelopes containing offers must be submitted to the Bank directly as under:

Envelope-T: Technical [Original] & Technical [Duplicate]

Envelope-C: Commercial [Original] & Commercial [Duplicate]

Each of the above set of offer must be labeled with the following information:

Type of Offer: (Technical or Commercial)	
Copy:(Original or Duplicate)	
Tender Reference Number:.	
Due Date:.	
Name of the Vendor:.	

The Duplicate Offer must be identical in all respects to the Original offer submitted to the Bank, and **must contain all the above information specified.**

ENVELOPE- T (Technical Offer): [2 Copies i.e., Original and Duplicate]

The Technical offer (T.O) should be complete in all respects and contain all information asked for, except prices. The Technical Offer should not contain any price information. The Technical offer should be submitted in 2 copies in a closed envelope to the Bank (marked as original and duplicate). The T.O. should be complete to indicate that all products and services asked for are quoted and all terms adhered to.

EMD should be kept in original Technical Offer to be submitted to the Bank.

The EMD submitted by the unsuccessful vendors will be released after the completion of each Stage of Evaluation as per the procedure described in Evaluation section. The EMD of the successful vendor will be released on submission of Performance Bank Guarantee. **Performance Bank Guarantee to be deposited for the amount equal to 10 % of the total cost of the project.**

ENVELOPE-C (Commercial Offer): [2 Copies – i.e., Original and Duplicate]

The Commercial Offer (C.O) should give all relevant price information and should not contradict the T.O. in any manner. The Commercial offer should be submitted in 2 copies in a closed envelope to the Bank (marked as original and duplicate).

Technical and Commercial Offers must be submitted separately, in different envelopes. Both envelopes should be enclosed in a single big envelope.

MSME's are exempted from paying Tender fee and EMD. The MSMEs should have registered with District Industries Centres or Khadi Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or Any other body specified by the Ministry of Micro, Small & Medium Enterprises. MSMEs should submit the relevant documentary proof for claiming the exemptions.

3. ELIGIBILITY CRITERIA

Only such selected Vendors who fulfill the following criteria are eligible to respond to the RFP. Offers received from Vendors who do not fulfill any of the following eligibility criteria are liable to be rejected. Also one vendor shall submit only one bid. Multiple bids if submitted by any single vendor shall be rejected.

S.No.	Bidder Financial and other information	Supporting Required
1	The bidder must be a Limited Company, registered in India under the companies Act 1956 (Proof required).	Certificate of Incorporation
2	The Vendor to provide an undertaking on his letter head that all the functional and technical requirements highlighted as part of Technical Scope are covered in totality in the proposal submitted by the Vendor.	Letter of confirmation from Vendor
3	Vendor must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs)	Letter of confirmation from Vendor.
4	The bidder should be an OEM as well as Original Software Developer or their authorized representative. In case of authorized representative, a letter of authorization from original manufacturer must be furnished.	OEM letter of authorization
5	The bidder should have a minimum turnover of Rs. 5 Crores per year during last 3 financial years to apply for the bidding process.	Balance Sheet, Profit/Loss Statement & Annual Statement of the bidder for the past 3 years
6	The bidder should have a net profit in last 3 financial years to apply for the Bidding process.	Balance Sheet and PL statement of the bidder for the past 3 years
7	The AML solution offered with respect to KYC/AML/CFT modules should be in compliance with all listed guidelines issued by Regulatory/ Statutory bodies / Government bodies viz RBI, IBA, SEBI, FIUIND, UIDAI and others	A self-declaration to this effect is to be submitted by the OEM on company's letter head.
8.	Bidder company should have valid ISO 9001/ISO 27001 certification	Copy of the relevant document

9	Bidder must have implemented AML solution in at least 2 Scheduled Commercial Banks/RRBs	Copy of Purchase Orders and Work Completion Certificates
---	---	--

4. BACKGROUND INFORMATION

J&K **Grameen Bank** (JKGB) hereinafter referred to as “the Bank”, was established on 30th June 2009 after amalgamation of two erstwhile RRBs viz. JRB and KRB in accordance with GOI Notification dated 30th June 2009 issued under sub- section (1) of section 23A of the RRB Act, 1976 (21 of 1976). The Bank is being sponsored by J&K Bank Ltd.

The Bank with its network of 217 branches/offices spread across 11 Districts of the state of Jammu & Kashmir has been delivering Banking services to more than 12 Lakh customers through 6 Regional Offices and 217 branches. The Bank has a total staff strength of 1000 plus and an expected expandability of 1500 in the next three years.

The Bank has put in place a robust IT infrastructure with Finacle as CBS platform running in all Business Units. To extend CBS platform the Bank will soon be offering e-banking, mobile banking and ATM Card facilities to its customers.

The objective of this RFP envisages an end-to-end comprehensive solution for Anti Money Laundering (AML) which includes supply, installation, design, sizing, customization, configuration, implementation, maintenance and support of the software and other components required. This would also envisage parameterization, historical data management, verifying data quality, migrating data, user acceptance testing, documentation, training, knowledge transfer and support. The broad scope of work for the AML solution is given in the ‘Scope of work’ section wherein the selected bidder has to provide the necessary system to enable implementation of Anti Money Laundering Solution, including all additional hardware, middleware as required by the offered solution, application software and all related components, complete interface with the existing CBS solution and other applications implementation and ongoing support services. This is an end to end project and all the items required for making the application operational should be considered by the bidder, even if the same is not explicitly mentioned in this RFP document.

The Bank intends the vendor appointed under the RFP shall have single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of the project.

System Integration for End to End Solution including analysis, design, implementation and training is in the scope of RFP. Physical infrastructure sites for End to End AML Solution

including supply, installation and maintenance of software shall be placed at Bank's Data Centre (DC) Noida, Uttar Pradesh.

5 SCOPE OF WORK

Broadly the Scope of work shall include the following:

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

cost to the bank during the warranty/ AMC/ ATS period

- Bidder has to take up the complete installation, integration and customization of the proposed AML solution with the existing CBS system and other applications without disturbing the day to day operations of the bank. Bidder should accomplish the job in co-ordination with existing CBS system & other applications OEMs. The proposed AML solution shall meet the scope of work and also the functional and technical scope of work requirements as mentioned in the RFP
- Bank is expecting to Go-Live with the proposed AML solution within 6 weeks from the date of issuing Letter of Intent/ purchase order to the selected vendor. Bidder should perform onsite maintenance of hardware, software with database and all the related products with customization, change management, addition of new reports as desired by Bank/ regulatory authorities, performance tuning of the application, necessary and adequate patches and upgrades, utilities, tools etc after successful GO-LIVE of the AML solution.
- The selected vendor has to provide necessary project management, requisite training for administrators/ users of the application and shall also provide comprehensive documentation of the application including architecture, description of the interfaces, data model, database structure , meta data details, user manual and other related documents.
- Bidder has to provision for required hardware/ software/ third party tools to support archiving requirements of the bank for the entire contract period.
- The system should address and be compliant with the recommendations laid down by FATF (Financial Action Task Force).
- The proposed AML solution should capture all the Due Diligence Information of the customer base of the institution. It should also capture Due Diligence data on Beneficiaries and connected parties.
- Due diligence information should invariably contain parameters like source of funds, business activity / occupation of customer , expected level of activity in the account, declared income by the customer etc. In addition, where the KYC information is missing, there should be facility to enrich the data.
- The proposed AML solution should provide a list manager to manage various black-lists provided by regulatory authorities such as lists provided by FRC and OFAC -SDN lists issued time to time by the law enforcement agencies, PEP lists, UNSCR lists , High risk countries list etc. It should also be possible to add new lists as and when they are introduced in future at no additional cost to the Bank. The lists should be updated straight through process (SFTP/API) as far as possible, as and when notifications are received from regulators. Users should also be able to create/maintain internal watch lists to monitor certain customers as and when required.
- There should be support for list scanning of account /customer database against watch lists – incremental screening should be there if there are any updates to the watch list data or customer data. All new customers should be checked against blacklists, watch lists data. And there should be provision to run search against existing customers as and when required.
- The proposed solution should categorize accounts into risk categories – High, Medium, and Low – as per the risk rating mechanism in tune with the AML policy. It should support risk profiling of

customers based on occupation, STR filed, KYC compliance, transaction patterns, turnover etc. The solution should also calculate the threshold limits basing on customer's profile. There should be an automated periodical review mechanism to update the risk categorization and threshold limits for the customer data. In addition, it should be always possible to override the system calculated risk values, having an option to manually set the risk.

- The solution should support advanced search techniques to search data provided by enforcement agencies.
- The solution should provide rule based suspicious transaction identification. It should have the ability to update above rules incorporating new scenarios as and when notified by the concerned authority for identifying suspicious transactions. The solution should also have provision to create user defined rules basing on various parameters like customer type, nature of business, various risks etc.
- The solution should provide pre-implemented IBA notified suspicious case scenarios and also FIUIND alerts including recently provided Trade based money laundering scenarios.
- The AML solution should allow for benchmarks to be fixed based on the general behavior of entities (Customers, Products etc.). The default benchmarks should be definable in the system and the user should be able to edit an existing benchmark
- Closure of alerts should be done in the system and report for the same is to be obtained as and when required. Users should be notified about the cases allotted to them which are pending to be investigated, if it crosses the time window from the date of generation and allotment.
- Users should be able to view transactional details of all alerts fired with respect to the certain customer.
- The solution should have provision for work load balancing for alerts assignment. Reports should also provide information to management on the alerts status. It should also be possible to re-run any rule at any time and for any past date.
- FIU defined formats for various reports like STR, CTR, CBWTR, NTR, CCR, KYC to be provided and these reports may change over the period of time and accordingly should be taken up by the bidder and provided without any delays at no additional cost to the Bank. On the whole the software application should throw alerts when the transactions are inconsistent with the categorization and updated profile of the customer as well as transactional limits, patterns and threshold from CTR, STR & CFT perspective as well as reporting of CCR separately as envisaged under PMLA 2002.
- The solution should address the challenges in statutory report submission by automating the process from data extraction to submission to FIU before cut-off date. Various reports like List screening report for new and existing customers, transaction report, transactions in High-risk countries report, KYC gap reports etc. There should be an option to download reports in various formats like xls, rtf, pdf etc.
- The suspicious transaction report (STR) should be auto populated with all the necessary information to substantiate the case and there should be automatic preparation of case approval notes in the defined formats. There should be provision to link multiple cases pertaining to the

same customer. Also support for attaching evidence documents. Generation, distribution and storage of such critical and sensitive information/reports should be ensured in secured manner and made available to the authorized entities strictly on need to know and need to use basis.

- The case management utility should have provision to define roles for the officers involved. The system should have facility to escalate the case to next level after completion of the role assigned to a user up to logical conclusion of the case.
- The solution should support automated uploading of data generated from the bank's CBS system & other applications to AML system without any manual intervention. There should be a provision for the users to raise a ticket in the system in case of any issue faced to maintain the record of time span for issue resolution.
- The solution should have complete and comprehensive security from unauthorized access. The number of levels / rights assigned to each level should be user configured by the bank. It should provide maker/checker facility and should also provide full audit trail for the events like alert generation, case creation, change to case information, changes to lists etc.
- The proposed solution should properly maintain and preserve account and alert information in a manner that allows data to be retrieved easily and quickly whenever required or when requested by the competent authorities. Further, it shall maintain for at least ten years from the date of transaction between the bank and the client, all necessary records of transactions, as required under PMLA 2002 which will permit reconstruction of individual transactions so as to provide, if necessary, evidence for prosecution of persons involved in criminal activity.
- Bidder has to comply with all the security guidelines mentioned by RBI/any regulatory body. Bidder has to provide all the necessary support and access to premises /documents as and when requested by Bank/ Bank's appointed personnel/ any regulatory body.

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

- Bidder shall provide the on-site comprehensive maintenance (Warranty, ATS and AMC) during the entire contract period for all the software and services including Operating System, Database and Third Party Software within the scope of work. The software items supplied should be with one year onsite comprehensive warranty, which will start from the date of acceptance of the hardware or software after being installed and tested. Subsequently the bidder shall provide onsite comprehensive ATS support for 4 years.
- Successful Bidder must provide uninterrupted availability of the system and ensure that the problem is resolved within the time schedule as mentioned in the Service Level Agreement.
- The warranty, ATS/AMC should be comprehensive in nature with service support through telephone and/ or email in between 10 AM and 8 PM on all working days of the Bank. Bidder has to provide the escalation matrix further, if the problem still remains unresolved after telephonic help or in case of major breakdown, then Bidder has to arrange for on-site support for recovery and resolving the issue as soon as possible.

- Annual maintenance cost (AMC)/ Annual Technical Support (ATS) services include version upgradations, patches, bug fixing, and compliance of RBI/IBA/FIU-IND/any other regulatory authority changes, compliance of irregularities pointed by Internal/External Auditors etc.
- Back to Back OEM active support should be available for the hardware, software, third party applications, OS, Database Licenses etc supplied by the successful Bidder in the contract and supporting documents for the same should be provided for releasing of respective payments.
- The Bank will not be liable to pay any additional amount in respect of any sort of maintenance covered under the scope of this tender during the tenure of the contract. On-site maintenance services without any additional cost shall be provided by the Bidder during the period of warranty/ATS/AMC.
- Installation/re-installation, configuration/ reconfiguration of software including OS & DB, as and when required during the contract period. All updates and upgrades of OS & DB has to be done by the selected Bidder during contract period. All these activities are to be covered under scope of AMC/ATS provided by the vendor and bank will not pay any additional cost for the same.
- The services offered through Warranties, Annual Maintenance Contract and Annual Technical Support should meet the end-to-end onsite support requirements for implementing and maintaining infrastructure deployed as part of the proposal till completion of contract.
- Bidder shall ensure necessary changes or modifications announced by RBI/IBA/FIU-IND/any regulatory authority or any other statutory authorities on the AML software within the timelines or schedule stated by respective authorities without charging any extra cost to the Bank during the contract period. No exclusions / exceptions will be permitted in complying IBA/FIU-IND / RBI / other statutory authority guidelines.
- Bidder shall provide New patches; Version releases/up-gradations will be released at periodical intervals, New Version will be provided in case of existing Software is declared as End of Support / End of Sale / not able to comply the Regulatory guidelines, Bug fixing, etc as part of ATS.
- Bidder shall provide required help during IS Audit, Security Audit, various compliances specially government and regulatory, cyber related, etc to the Bank. Also rectify the irregularities pointed out during IS Audit at no cost to the Bank.
- MIS Reports generation: Bidder should provide Daily/Monthly/Quarterly/Yearly/adhoc reports, Exception reports, Detailed/summary level reports, etc. in the specified formats as required by the Bank
- The selected Bidder should agree to make a provision of making emergency release of patches in case of some serious bugs or immediate requirements without any additional cost to the Bank.
- The selected Bidder should agree to supply and install such periodical releases after removal of all bugs reported till that date and also the other modifications carried out based on feedback received till that date without any additional cost to the Bank.
- New Version with full customization should be provided in case of existing Software is declared as End of Support / End of Sale not able to comply the Regulatory guidelines during the contract period at no additional cost to the Bank.

- The selected Bidder should agree that during the warranty/ATS period, the software will be kept up-to-date in terms of followings, without any additional cost to The Bank: a) Bugs removal and troubleshooting. b) Maintenance and support for patches, version control and release. c) Regular performance tuning including database of solutions for performance optimization. d) Regular backup of AML application & database. e) Data rectification, if required, on being caused due to any program malfunction or due to any other reason whatsoever.
- The Bidder should agree that during the warranty/ATS period, they will provide the following operational support:
 - ❖ Training and hand-holding to core team.
 - ❖ Tuning and configuration of Hardware, software and database
 - ❖ Conducting regular server capacity analysis and advise remedial measures as required
 - ❖ Conducting routine database assessments to ensure data quality and optimal data base performance e) Conducting periodic assessments of the AML software and/or its infrastructure to ensure that all the functional requirements are satisfied.
 - ❖ Determining when the AML and/or its infrastructure need to be upgraded, replaced, or retired as per user/regulator's requirements.
 - ❖ Installation, configuration of user specific various Master Tables.
 - ❖ The selected Bidder is required to support/perform following user administration activities like creation of users, defining user authorization, granting of respective user rights and privileges.
 - ❖ Migration of data from existing systems to new system, at the start of the project. Assisting users to carry out live run.
 - ❖ Redress various operational problems.
 - ❖ Carry out various housekeeping works and explain the same to users.
- The selected Bidder warrants that the services provided under the contract shall be as per the Service level Agreement (SLA) to be signed between the Bidder and the Bank.
- If the Bidder, having been notified, fails to remedy the defect(s) as per SLA, the Bank may proceed to take such remedial action as may be necessary at the Bidder's risk and expense and without prejudice to any other rights, which the Bank may have against the Bidder under the contract.
- The selected Bidder should also guarantee that all the software supplied by the Bidder is licensed and legally obtained.
- Selected Bidder shall be fully responsible for any IP rights violation in connection to the supplied software. Only licensed copies of software shall be supplied and ported. The bidder shall grant an irrevocable perpetual license to the Bank to use the software. Further, all software supplied shall be of latest version.
- Assist/support the Bank to install the same, if Bank desires during period of warranty/ATS at no cost to the Bank. As per the Bank's Business Continuity Policy / Disaster Recovery Policy, bidder

should design and update BCP/DRP document on periodic intervals for the proposed solution.

- As a part of AMC/ATS support, Bidder is required to resolve the issues reported by the Bank (with the help of log generated by the application). Although the backup will be taken by our DC team, the Bidder will also be responsible to test the backup for the restorability of using test server once in every 6 months
- Bidder has to take up the complete installation, integration and customization of the proposed AML solution with the existing CBS system and other applications without disturbing the day to day operations of the bank. Bidder should accomplish the job in co-ordination with existing CBS system & other applications OEMs. The proposed AML solution shall meet the scope of work and also the functional and technical scope of work requirements as mentioned in the RFP

6. OUTCOMES, TIME LINES, PERFORMANCE STANDARDS & DELIVERABLES:

The schedule of activities towards completion of the project by the selected Vendor is given below:

- 6.1 A detailed Project Plan to be submitted by the Vendor within one week of SLA Signoff.
- 6.6 The entire project should strictly adhere to the above time-line. In case of Site Not Ready for installation for any reason owing to the Bank or any delay attributed to Bank, the Vendor has to obtain a certificate from the Bank in this regard mentioning the delay period & delay reason and also submit an undertaking to complete the particular delayed work /service when the site is ready or when Bank asks to do so.
- 6.7 The Bank or its representative/consultant shall have the right to inspect and/or test the software to confirm their conformity to the RFP and the offer submitted thereon at no extra cost to the Bank.
- 6.8 The inspection and testing will be conducted by the Bank, their consultant or other such person Nominated by the Bank at its option and shall notify the Vendor in writing.
- 6.9 In case of any discrepancy in the software supplied, the Bank reserves the right to levy penalty till the discrepancy is rectified or terminate the entire agreement including forfeiting the Security held.
- 6.10 Bank will carry out acceptance test of the application software in periodic manner in conformity of the project delivery schedule.

7. TERMS OF CONTRACT/ PAYMENTS/ PENALTIES

7.1. GENERAL

- 7.1.1. The Bank expects the bidders to adhere to the terms of the RFP and subsequent clarifications issued by the bank and would not entertain or accept any deviations to the same. If the bidders have absolutely genuine issues only then should they provide their nature of non - compliance to the same. The Bank reserves its right to not to accept such deviations to the RFP terms.
- 7.1.2. Unless expressly overridden by the specific agreement to be entered into between the Bank and the Bidder, the RFP shall be the governing document for arrangement between the Bank and the Bidders.
- 7.1.3 The project to be implemented with in 3 months of issuance of Purchase Order. Incase of delay of more than 3 months, Bank reserves the right to levy penalty on vendor @ 2 % of the total cost of the project. In case of delay of more than six months, bank reserves the right to terminate the project. NO payment shall be made in case of termination of the project/contract.

7.2. LICENSE

- 7.2.1 Once the Bidder mentions the Standard Software (OS, Database, Applications and any third party S/W) required for the project, Bank expects the vendor to provide full details of licenses needed for unlimited period and usages.
- 7.2.2 The vendor has to indemnify the Bank against all actions, proceedings, claims, suits, damages and any other expenses regarding the licenses/intellectual property rights pertaining to the software/product/solution.

7.3 OUTCOME AND PERFORMANCE STANDARDS

- 7.3.1 The Goods and Services supplied under this Contract shall conform to the standards offered in the bid submitted by the Vendor. The Bank is not responsible for any assumptions or judgments made by the Vendors for arriving at any type of sizing or costing. The Bank at all times will benchmark the performance of the Vendor to the RFP documents circulated to the Vendors and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the Vendor must make good the same at no

extra costs to the Bank, in order to achieve the desired service levels as well as meeting the requirements of these documents.

- 7.3.2 The Bank may choose to carry out a technical inspection/audit and performance evaluation of products offered by the short listed Vendors. The Vendor would permit the Bank or any person / persons appointed by the Bank to observe the technical and performance evaluation / benchmarks carried out by the Vendor.
- 7.3.3 Any expenses (performing the benchmark, travel, stay, etc.) incurred for the same would be borne by the Vendor and under no circumstances the same would be reimbursed to the Vendors by the Bank.
- 7.3.4 Any financial loss incurred by bank due to non-compliance of any regulatory guidelines in respect of AML, to be borne by the bidder

7.4 Payment Schedule:

i) For Application & Implementation

- a. **20%** of the solution cost would be payable after signing of UAT
- b. **80%** of the solution cost would be payable 1 month after moving to Production environment

ii) For Hardware, Licences & Implementation

Payment will be done after the successful installation of Hardware at DC

iii) For AMC

Payment for AMC for the software solution and Hardware will be done on yearly basis.

7.5. TAXES & DUTIES

- 7.5.1 The Vendor is expected to quote all components & services as part of the commercial bid inclusive of all costs and taxes like customs duty, excise duty, freight, forwarding, insurance etc. But exclusive of service tax(GST). These will be paid by the bank to the Vendor on actuals on the production of bills and receipts of such payments made to relevant authorities.

- 7.5.2 The vendor will be entirely responsible to pay all taxes including corporate tax, income tax, license fees, duties etc., in connection with delivery of the solution at site including incidental services and commissioning.
- 7.5.3 Wherever the laws and regulations require deduction of taxes at the source of payment, the Bank shall effect such deductions from the payment due to the vendor. The remittance of amount so deducted and issue of certificate for such deductions shall be made by the Bank as per the laws and regulations in force.
- 7.5.4 Nothing in the contract shall relieve the vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the vendor in respect of this contract.

7.6. SERVICE LEVEL AGREEMENT (SLA)

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

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

The SLA will be binding on the vendor for the entire period of 5 Years.

7.7. CHANGE OF ORDER

- 7.7.1 The Bank may at any time, by written order given to the vendor make changes within the general scope of the purchase order in any one or more of the following.
- The Place of delivery/installation
 - The Services to be provided by the vendor.
- 7.7.2 If any such changes causes an increase or decrease in the cost of, or the time Required for the vendor's performance of any provisions under the contract, an equitable adjustment shall be made in the contract price or delivery schedule, or

both and the contract shall accordingly be amended. Any claims by the vendor for adjustment under this clause must be asserted within 30 days from the date of the vendor's receipt of the Bank's changed order.

7.8. ORDER CANCELLATION

7.8.1 The BANK reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the BANK under the following Circumstances:-

- a) The selected bidder commits a breach of any of the terms and conditions of the bid.
- b) The bidder goes into liquidation, voluntarily or otherwise.

7.8.2 If the selected bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of Contract. The Bank reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.

7.8.3 In case the selected bidder fails to deliver the quantity as stipulated in the Delivery schedule, the BANK reserves the right to procure the same or similar Product from alternate sources at the risk, cost and responsibility of the selected bidder.

7.8.4 After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the BANK reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the BANK may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.

7.8.5 The BANK reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, Including the pending bills and/or invoking the bank guarantee under this Contract.

7.9. DELAY IN VENDORS PERFORMANCE

7.9.1 Delivery of the solution and performance of the services shall be made by the Vendor in accordance with the time schedule specified by the Bank.

7.9.2 If at any time during performance of the purchase order, the vendor encounters conditions impeding timely delivery of the solution and performance of the services, the vendor shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its causes. As soon as practicable after receipt of the vendors notice, the Bank shall evaluate the situation and may at its discretion extend the vendors time for performance, with or without liquidated damages in which case the extension shall be ratified by the parties by amendment of the contract.

7.10. LIQUIDATED DAMAGE

If the vendor fails to deliver or perform the services within the time period(s) specified in the contract or within the period of extension granted by the Bank, the Bank shall, without prejudice to its other remedies under the contract deduct from the contract price as liquidated damages a sum equivalent to 1% of the TCO of the project for each week or part thereof of delay until actual delivery or performance up to a maximum deduction of 10% of the TCO of the Project. Once the maximum limit of 10% is breached, The Bank may terminate the contract and the Performance Security submitted may be invoked.

7.11. Termination of Contract

For Insolvency Bank may at any time terminate the contract by giving written notice to the Vendor, if the Vendor closes its office in India or becomes bankrupt or insolvent. In this event, termination will be without compensation. For Non-performance Bank reserves its right to terminate the contract in the event the Service Provider repeatedly fails to deliver in accordance with the scope of work given in the Contract.

7.12. NON-DISCLOSURE CLAUSE

Vendor agrees that it shall not, without first obtaining the written consent of the Disclosing Party, disclose or make available to any person, reproduce or transmit in any manner, or use (directly or indirectly) for its own benefit or the benefit of others, any Confidential Information of the Bank

8. EVALUATION AND AWARD PROCESS

On the basis of documents / Information submitted, the Eligibility proof will be scrutinized firstly as per the terms & conditions described in the RFP. The Technical offer will be evaluated only for such vendors who have qualified in the Eligibility Criteria prescribed by the Bank or any consultant appointed by the Bank. Technical will be evaluated on the basis of following criteria:-

The evaluation and award process shall comprise of following three sections:-

- 1) Technical Features -M1
- 2) PoC (Proof of Concept) and/or product walkthrough-M2
- 3) Commercial Bid Submitted-M3

8.1 **Stage 1: Technical Features**

In this stage, the evaluation of Technical specifications would be made as per the method described hereunder:-

Response/Scale	Description	Marks
R	Standardized, this scale indicates that this feature is a standard feature of the solution.	5
C	Customization required. Vendor will provide the customization with the stipulated date of the phased rollout	3
N	Unavailable. Functionality is not available and will not be provided by the bidder.	0

The detailed technical specifications are mentioned in Annexure II

$$\text{Scaled Technical Marks (M1)} = \frac{\text{Marks Awarded}}{\text{Maximum Marks}} \times 100$$

Stage II– PoC (Proof of Concept) and/or product walkthrough.

In stage II, vendors would be asked to do POC on bank's data. Selected Technical functionalities/capabilities would be evaluated in this stage. This stage would contain a maximum of 100 marks.

Stage –III FINANCIAL & FINAL BID EVALUATION:

Commercial Bids of bidders, who qualified in the technical evaluation stage, will be considered for participation in commercial Bidding. After opening Commercial Offers of the short-listed Bidders, if any discrepancy is noticed between words and figures, the amount indicated in words shall prevail.

$$\text{Scaled Commercial Mark (M3)} = \frac{\text{Minimum TCO offered}}{\text{TCO offered}} \times 100$$

Weightage for calculation of L1 after scaling will be as under:-

- 30% of Scaled marks obtained for Technical Bid Submitted.
- 30% of Scaled marks obtained for PoC (Proof of Concept) and/or product walkthrough.
- 40% of Scaled marks obtained for Commercial Bid Submitted

$$\text{FINAL MARKS} = 0.3 \times \text{M1} + 0.3 \times \text{M2} + 0.4 \times \text{M3}$$

8.5 BANK'S RIGHT

- 8.5.1 The Bank reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Vendor or Vendors or any obligation to inform the affected Vendor or Vendors of the grounds for the Bank's action. Bank reserves the right to modify any terms, conditions and specifications of the RFP.
- 8.5.2 Bank reserves the right to obtain revised price bids from the Vendor with regards to changes in RFP clauses or if the Bank is not satisfied with the price offered.
- 8.5.3 Bank reserves the right to accept any Bid in part or whole.

8.6 SIGNING OF CONTRACT:

- 8.6.1 As the Bank notifies the Vendor that its bid has been accepted, Vendor is required to submit his confirmation to implement the solution at J&K Grameen bank immediately

8.6.2 SLA needs to be signed between bidder and bank, which will bind the bidder legally to implement the project in reference to this RFP. In case bidder fails to agree the terms and conditions mentioned in SLA and fails to sign SLA within 15 days from the date of opening of commercial bid, bank reserves the right to reject its offer.

8.6.3 Bank reserves the right to select the next ranked Vendor if the selected Vendor withdraws his proposal or found to be non-responsive to Bank's bid acceptance after selection or at the time of finalization of the contract or disqualified on detection of wrong or misleading information in the proposal.

8.6.4 In case the Vendor fails to sign the contract or in case the Vendor withdraws his proposal after its selection the bid security of the Vendor will be forfeited.

8.7. PERFORMANCE SECURITY

8.7.1 The selected vendor has to furnish performance security to the Bank from a scheduled commercial bank for an amount of 10% of the value of the contract for entire period of TCO at the time of signing the contract.

8.7.2 The performance security is required to protect the Bank against risk of selected vendors conduct during the TCO period.

8.7.3 The performance security shall be denominated in INDIAN RUPEES only and shall be Issued by a Scheduled Indian Bank in India in the Form provided in the RFP.

8.7.5 The Performance Security will be valid for 60 months (1 year warranty + 4 years Post Warranty) + 90 days from the date of signing the contract. However depending upon the requirement of the Bank the vendor has to extend the period of performance security.

8.7.6 The Performance Security of the vendor may be invoked in case of failure of the vendor to meet the requirements of the Bank under the RFP for performance under Warranty and AMC obligations.

8.8 NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER

8.8.1 The Bank shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever.

8.8.2 Bank reserves the right to make any changes in the terms and condition of the purchase.

8.8.3 Bank will not be obliged to meet and have discussions with any vendor And/ or to listen to any representations.

8.9. CONTACT DETAILS

a) For tender related technical and commercial queries:

Please mail at: it.hoj@jkgb.in

Contact No : 7051510171, 7051510172

Index of ANNEXURES		
S.No	Name of ANNEXURE	ANNEXURE NO.
1	Existing Systems / Applications of the Bank	I
2	Technical Specification	II
3	TCO Format	III
4	Bank Guarantee	IV
5	Performance Bank Guarantee	V
6	Project Reference	VI
7	Eligibility Check List	VII

Annexure-I

Facts / Figures :-

S. No.	Facts	Figures
1	Total No of Users	1200 (approx)
2	Existing CBS	Finacle 7.0.25
3	OS	Sun Solaris
4	Database	Oracle 11g
5	Present Database Size	800 GB (approx)
6	Incremental Data Growth	15% YoY
7	Present Customer Base	15 lakhs
8	Incremental Customer Growth	10% YoY

ANNEXURE-II: TECHNICAL SPECIFICATIONS

Sr. No	Particulars	Response (R / C / N)	Bidder Remarks
1	GENERAL	-----	-----
1.1	Multiple Locations (Browser based access from any of the connected locations of the Bank)		
1.2	Multiple Types of Transactions		
1.3	Multiple Customer Segments		
1.4	Scalability-System must be scalable without any limitation to accommodate new branches, offices, users, functions, new software upgrades such as operating systems		
1.5	Facility to define view and query rights to different work groups.		
1.6	All the modules of the software should be fully integrated and no manual intervention should be needed for inter-modules operations.		
1.7	Rules must be modifiable without vendor intervention from the front end, with logs of changes made.		
1.8	Should support processing on Real time, Online, Off-line, batch mode, etc. Should also support scheduling and defining of jobs.		
1.9	System should have facility to accept/provide data in standard formats from/for other systems, Import /export facilities like upload of Negative List, Positive list, filtering rules, etc		
1.10	Proper indexing and maintenance of table without loading the system		
1.12	Should have the ability to Integrate with sources like messaging systems like SMS, Email, etc		
1.13	Should be able to evaluate multiple complex, inter-related rules simultaneously		
1.14	Should maintain a historical record of Customer, Account, Transaction, etc. Should be possible to retrieve information as on a previous date i.e., show the status of a customer as of a particular date.		
1.15	Should be possible to generate list of accounts at a given address, Telephone, name, etc.		
1.16	Support encryption of data during exchange internally and with external systems.		
1.17	Data Warehousing and Data Mining capabilities		
1.18	System should have a flexible solution for tuning parameters, modifying and creating new scenarios and risk factors to monitor risks		
1.19	System should be flexible to set-up various views / alerts using parameters and without any intervention of vendor or any modification of the software		
1.20	Well-defined purging policy mechanism to do from front end.		
1.21	Should preferably cater to different markets (banking, Insurance, Credit Cards)		

1.22	Should have the ability to capture non-financial events such as change of address, customer life event, advisor reassignment, etc.		
2	Regulatory Requirements	-----	-----
2.1	Compliance with the FIU requirements, Statutory requirements and guidelines of RBI on KYC and AML time to time.		
2.2	Should address and be compliant with the Financial Action Task Force (FATF) recommendations and be flexible to include other lists.		
3	KYC	-----	-----
3.1	Should manage blacklists provided by regulatory authorities like the lists provided by FIU, RBI, Office of Foreign Assets Control Specially designated nationals (OFAC SDN), Politically Exposed People (PEP) lists, National Criminal Intelligence Service (NCIS), Office of the Superintendent of Financial Institutions (OSFI), UN sanctioned list etc. Should be possible to add new lists as and when they are introduced in future. Online downloads / checks from such sites should be possible.		
3.2	Bank should be able to create a white list in which user can add customers who have matched criteria but are not deemed suspicious.		
3.3	All new customers as well as existing customers should be checked against blacklists, watch lists and white list.		
3.4	Should compare the additions to OSFI, OFAC or other negative lists to the Bank's clean list.		
3.5	Any missing mandatory fields for an account holder should be detected & reported.		
3.6	System should be able to categorize accounts into risk categories		
3.7	Support for replication of selective customer data based on the requirements of the systems for surveillance and monitoring		
3.8	The system should validate the CIF data and warn the user for missing data elements and support modification for missing data elements		
3.9	The AML system should provide a list manager that will be used to manage various lists like OFAC-SDN and Politically Exposed Peoples (PEPs). Users should be able to maintain internal Watch-lists to monitor their customers. Users should be able to add a watchlist and customers to that watchlist. The list manager should have a scan feature where in user should be able to check all the customers added against the lists.		
3.10	The AML system should enable the users to define checklists on the Customer / Account Static Data and to generate reports on mandatory information required for different type of accounts. This mandatory information could either have been prescribed by the regulatory authority of the country or required as a part of the Bank's internal policies.		
3.11	The AML system should provide for completely customizable Mandatory Fields Template allowing the user complete flexibility in case any changes / additions are required in mandatory fields.		

3.12	After setting the Fields for each customer type, the user should be able to generate Mandatory Fields Missing Report from the system, which should provide the user with a list of names of those customers whose accounts need to be monitored closely, and from whom the BANK needs to get more information.		
3.13	The Mandatory Fields Missing Report should provide details of Mandatory Fields Static Data, which will allow the user to capture unfilled mandatory fields in customer data. This Mandatory Fields Static Data should contain the list of all the mandatory fields for a particular customer type, under a particular product and with a particular account status. The report should display the names of those customers, who have not provided any information about themselves to the BANK.		
3.14	The user should also have a provision to search for Duplicate Data regarding a customer, when compared to another customer of the BANK.		
3.15	The user should also be able to search Static Databases based on parameters such as Address, Introducer's Name, PAN, Phone No., etc. The result of the search should be a list of customer's personal / geographical relationships with other customers in the BANK.		
3.16	A search made on a customer's Transactional Data by the users, should result in a list of relationships of that customer with all those who are transacting with him / her.		
4	Customer Profiling	-----	-----
4.1	The system should support customer risk assessment as per the bank's standard risk grading/rating criteria		
4.2	The system should support classification of customers into risk/behavioral categories based on his risk classification		
4.3	The system should support computation of customer's expected behavior based on his CIF details and risk profiling and monitoring		
4.4	The system should support reassessment of customer risk, reclassification and recreation of customer behavioral profile. Risk assessment reports should be provided.		
4.5	Re-KYC of customer as per risk profile of the customer		
5	Transaction Monitoring	-----	-----
5.1	The system should support detecting implicit and hidden relationships between: Different accounts of the same customer Different customers, non-customers and Walk in Customers		
5.2	The system should support automated relationship identification between linked accounts		
5.3	The system should support monitoring transactions at relationship and individual account level		
5.4	The system should support behavioral analysis and support detecting and alerting the user in the event of deviation of customer from - the expected behavior (based on peer group) - historical behavior		
5.5	The system should be able to know Money laundering patterns and fraud patterns like structuring, circulation of fund etc. The system should have no limits to		

	parameterize these patterns based on the banks experiences in money laundering and fraud		
5.6	The system should support parametrizing regulatory threshold limits and alert the users on violation / breach of these set limits		
5.7	The system should support defining customer / group level exceptions at any stage e.g. account opening, etc. The system should be able to generate offline alerts also. If any person approaches the Bank for any enquiry, which is of doubtful nature and if any KYC document has been provided, the system should be able to generate a subjective alert.		
5.8	The AML system should perform transactions monitoring by analyzing transactions and comparing them against set Benchmarks. Any deviation from benchmark should result in an Alert, which should be then tracked to resolution.		
5.9	The AML system should provide for monitoring all amount-based transactions, whether for the current day or historical by filtering the transaction data. Filters should be available in the system that will enable a user to monitor any type of transaction, whether for one or all customers.		
5.10	The AML system should provide the user to generate a suspicious transaction report and fill up all the requisite information as per the format provided by regulation and to submit the same. The user can submit the report to the higher ups for review and final submission to the concerned regulatory authorities.		
5.11	The AML system should provide the user an option to view all the STRs generated and update the status as it moves from review to submission.		
5.12	The system should have alert scenarios for individual transaction as well as historical transactional behavior. Should support profiling of customers.		
5.13	The system should have provision to define global benchmarks as well as account specific benchmarks for an alert scenario. Should be possible to set threshold limits.		
5.14	The system should monitor transactions and analyze them against benchmarks & generate alerts on exceptions. Should be possible to build profiles based on transaction type and Turnover Details.		
5.15	The user should be able to select transactional attributes & view required transactions (Report Module)		
5.16	The system should have provision to create user defined rules		
5.17	Should monitor transactions involving internal accounts		
5.18	Automatically generate alerts / reports on Blocked and Rejected items		
5.19	The system should have tools to analyze historical transactional attributes of an account & suggest benchmark value. Should support analysis of sequencing of events such as Placement, Layering and Integration accordingly, look forward and backward.		

5.20	The system should enable user to effectively manage alerts generated from the time of generation till such time an appropriate action is taken		
6	Alert Management	-----	-----
6.1	The system should support alert justification recognition i.e. the user should be able to ascertain the reason behind the alert		
6.2	The system should be able to escalate/highlight long pending alerts to the higher authorities as parameterized in the solution		
6.3	The system should support configuring alerts based on product/branch etc.		
6.4	The AML system should enable the user to effectively manage the alerts generated by the system, from time of generation till such time an appropriate action is taken. When an alert is fired, the system should display the weighted Customer, Instrument and Product based alerts in the respective Alert Manager window. Complete description of the alert and the details of entities on which it is generated should also be displayed by the system.		
6.5	The AML system should have an Alerts Behavior Monitor, which will be a list of alerts. The real time and non real time alerts should be pre-definable and the user should be able to change only select parameters. The alerts shall be fired based on the benchmarks set. The alerts should be real time alerts and/or non real time alerts.		
6.6	Non Real time Alerts - These alerts should be fired only when a command is generated, after collecting the data. The output of these alerts should be available in the form of a report.		
6.7	The following alerts should be incorporated in the AML system as alerts. The list below is indicative and not exhaustive, the system should provide for configuring all other alerts required by the BANK as real-time/non-real time alerts.	-----	-----
6.7.1	Huge Deposit or Withdrawal in Newly Opened Accounts		
6.7.2	Frequent Transactions Just Under Reporting Threshold		
6.7.3	Successive Withdrawals from ATM using Consecutive Cards		
6.7.4	Credits and Debits within a certain period		
6.7.5	Frequent Cash purchases of TCs, CCs, and MOs		
6.7.6	High Cash Deposit or Withdrawal		
6.7.7	Large Number of Transactions in a Day		
6.8	Subjective Alerts (IBA) – These alerts should be primarily based on observations made by the teller, user or any other employee of the BANK. The AML system should allow the BANK to parameterize subjective alerts based on requirements and to modify and add alerts as and when required.		
6.9	The AML system should have an Alert Management tool, which should allow the user to perform the following operations:		
6.10	The user should be able to assign the alert generated to the various surveillance officers of the BANK. The system should change the statuses of an alert automatically in the course of assigning an alert to a user or adding notes to the		

	alert. The user should be able to enter the various actions to be taken against the customer and maintain record of the status of the alerts.		
6.11	The AML system should enable the user to view complete details of alerts fired on customers, instruments and products, and transactional details with respect to a particular customer or customers.		
6.12	The user should also have the option to filter alerts based on various parameters such as time, customer, instrument, product and alert type.		
6.13	The AML system should allow the users to pre-assign alerts to single or multiple users. Complete audit trail should be maintained in the AML system for the alerts assignment from one user to another.		
6.14	The Reports should also provide information to management on the alerts status. The AML system should provide for an alert assigned report allowing the user to view the alerts and the user/users to whom these alerts have been assigned and also provide for an alert statistics report to allow the user to view the alert statistics and the user/users to whom these alerts have been assigned.		
6.15	The AML system should provide for other reports to be generated as required by the BANK at a later date.		
6.16	Any/all actions taken by the investigating officer should be recorded in the system.		
6.17	The user should be able to view details of all alerts fired on customers, instruments and products as well as all the necessary transactional details with respect to the specified customer.		
6.18	The system should have facility to manage false positives		
6.19	It should be possible to re-run any rule at any time and "as-of" any past date.		
6.20	Should provide the user the option to drill down into the details of the transaction on which the alert was generated.		
6.21	The system should have provision for resource allocation & work load balancing		
6.22	The user should have the facility of filtering alerts based on parameters such as time, customer, instrument, product and alert type		
7	Reporting	-----	-----
7.1	The system should support all regulatory reporting requirements as mandated by the regulatory and statutory authorities from time to time		
7.2	The system should support generation of various management information system and adhoc reports as required by the bank from time to time in the format as desired by the bank.		
7.3	The system should support archiving of reports for future reference / use		
7.4	The system should support tagging the case, supporting documents, comments etc, based on unique identifier		

7.5	The system should have provision to generate and automatically transmit Suspicious Transaction reports, Suspicious Activity reports & Currency Transaction reports		
7.4	The system should have Customers, Products and instrument based multi-dimensional analysis tools.		
7.5	System should generate MIS reports such as most active accounts based on parameters such as deposit frequency, withdrawal frequency, transaction frequency and volume.		
7.6	System should provide options for printing every report either on common central printer or the printer attached to the terminal and should be configurable		
7.7	Should be possible to set up and automatically run a report based on user-defined criteria such as an alert or report every time a transaction crosses a threshold limit.		
7.8	Should be possible to produce adhoc reports based on various parameters. Users should be able to develop and store queries and reports.		
7.9	System should generate All Regulatory Reports (Present / Future)		
7.10	System should generate LEGAL compliance Report to be executed by customers as per RBI/FIU-IND format		
7.11	Facility to add reports/menu for generation of new reports apart from the ones provided. Bank should be able to add its own customized reports in future and give links/buttons/icons for newly added reports		
7.12	Should be possible to generate reports based on user-defined Regions or Zones.		
7.13	Should provide the capability to export data to other systems.		
8	System Accessibility	-----	-----
8.1	The system should support deployment of the solution centrally with a centralize data base		
9	Suspicious Activities	-----	-----
9.1	Transaction beyond threshold limits specified in accounts		
9.2	Operations in Dormant accounts		
9.3	Immediate withdrawal/Transfer of inward remittances		
9.4	Adhoc loans to employees.		
9.5	Transactions made by specified category of users.		
9.6	Frequent deposit of soiled notes by an account holder		
9.7	Frequent transactions in round-sums, especially in respect of bills.		
9.8	Capability to find out number of cash transactions, amount per day per party / group.		
9.9	Single Substantial cash deposit of small denomination note.		
9.9	Cash credit to multiple account of the same party.		
9.10	Large number of credits to same account.		

9.11	High velocity of fund balance, frequent in and out of large amounts to various names		
9.12	Frequent and large debit to account for overseas payment and vice versa		
9.13	Unexpected repayment to sticky or problematic account		
10	Benchmarking	-----	-----
10.1	Default Benchmarks – The AML system should allow for benchmarks to be fixed based on the general behavior of entities (Customers, Products, and Instruments etc.). The Default Benchmarks should be definable in the AML system for all customers based on the Customer Category (Individual, Corporate, Institution, NRI, etc.) and the Amount range in which they are operating. The user should be able to create, and even edit an existing benchmark.		
10.2	Specific Benchmarking feature in the AML system should provide the user an effective way of monitoring an account, the user should be able to set specific benchmark to the account for the applicable alerts.		
11	Tools	-----	-----
11.1	The AML system should provide generation of offline reports by selecting the parameters through remote access.		
12	Security	-----	-----
12.1	The AML system should have surveillance software to prevent malpractices. The system should provide for a foolproof security system. The built-in Security System in the software should ensure that the sensitive data that the system handles is protected from unauthorized access and misuse. It should provide the Supervisor with a high degree of control over assigning system access rights to users. The system should provide for the users to be assigned individual rights or may be grouped together and given common rights. Hierarchical Security, Access level Security, Singular Log-in per user at any given point of time, are some of the security features that should be supported by the AML system.		
12.2	The AML systems should maintain comprehensive Audit Trails detailing every user activity. Audit Trail reports should be generated and may be viewed on-screen and/or printed.		
12.3	There should be a complete and comprehensive security from unauthorized access and misuse along with necessary audit trail detailing every users activity.		
12.4	System must have a Login ID and password for each user for logging into the system. Indicate as a footnote if support for additional authentication mechanisms such as Smart Cards, Tokens, etc. exist. Whether the application also supports Remote logging		
12.5	Passwords must be kept encrypted in the database and should not be visible using any source.		
12.6	Access to the system for all the users should be available only through menu selection of the user interface.		
12.7	Access to data should be based on parameters such as viewing, modifying, authority level to access, etc. and should be linked to user access rights.		

12.8	System should have provision to block/delete relocated/separated employees (users)		
13	Integration	-----	-----
13.1	The AML solution should be integrated with the Banks Core Banking Solution, other payment systems, treasury, credit card detail with transactions etc. Data uploading from all source system		
13.2	The solution should support both online and off line data validations and alerts		
14	Audit Trail	-----	-----
14.1	There should be a comprehensive audit trail detailing every users activity.		
14.2	Facility to audit the whole process from logs reports at any future date.		
14.3	The system should have complete audit trail of the alert generated		
15	External Interface	-----	-----
15.1	System should be able to extract data from all external systems of the Bank like CBS, RTGS, NEFT, etc. Vendor should provide details of all external systems with which it has built-in and tested interfaces as a footnote.		
15.2	AML Solution should have standard API's to integrate with other systems.		
15.3	Direct connectivity to e-mail should be available through user interface for sending statements, reports etc. to customers. Flexibility to save generate & reports in Excel / html / pdf / rtf		
16	Trade Finance requirements	-----	-----
16.1	A case should be initiated with the alert and there should be a single module from which the history of the mails/comments made and the data related to the transaction can be retrieved. This should have an option for reminders /alerts if the action is not taken within a stipulated time.		
16.2	Online alert should be available when a transaction or a couple of transactions exceed the threshold limit in funds transfer, like outward remittance, advance remittance etc.		
16.3	For customers once identified as false positive, there should be an option to avoid the alert of the same customer for that particular check (to include the customer in white list) until or unless the client's details or the particular list against which the alert occurred, is updated later. Avoid repeated false positive alerts for same customers with same status.		
16.4	Dashboard with Daily KYC scan report, branch wise KYC/CTR/CCR listing, STR listing		
16.5	Reports/MIS including monthly CTR, CTR white list, monthly STR, STR white list, date wise CCR, report against UN list & customer risk profile reports. These must be as per FIU format.		
17	IPv6 compatibility & Compliance		

Annexure -III

S No	Description(Exclusive of GST)	Total Cost in INR
1	One time Application S/W cost (including implementation and integration cost)_including warranty for 1 st Year	
2	Hardware cost including third party licenses with One year comprehensive warranty	
3	AMC/ATS for 2 nd year (Includes both software & Hardware)	
4	AMC/ATS for 3 rd year (Includes both software & Hardware)	
5	AMC/ATS for 4 th Year(Includes both software & Hardware)	
6	AMC/ATS for 5 th year(Includes both software & Hardware)	
7	Any Other Cost	
	TOTAL	

- 1) The UAT/Training and Development Environment shall be same.
- 2) TCO should include all the cost required for the Project. Bank will not incur any other additional cost other than mentioned in the TCO.

ANNEXURE IV - BANK GUARANTEE(EMD)

TO

Chairman

J&K Grameen Bank, Head Office,

Narwal

Jammu – 180006, Jammu & Kashmir (India)

it.hoj@jkgb.in

WHEREAS.....(Company Name) registered under the Indian Companies Act 1956 and having its Registered Office at India (hereinafter referred to as “the VENDOR”) proposes to tender and offer in response to tender Ref. No. JKGB/IT/AML/ ____ Supply and Installation of AML Solution AND WHEREAS, in terms of the conditions as stipulated in the TENDER, the VENDOR is required to furnish a Bank Guarantee in lieu of the Earnest Money Deposit (EMD), issued by a scheduled commercial bank in India in your favour to secure the order under Schedule 1 of the Tender in accordance with the Tender Document (which guarantee is hereinafter called as “BANK GUARANTEE”) AND WHEREAS the VENDOR has approached us, for providing the BANK GUARANTEE.

AND WHEREAS at the request of the VENDOR and in consideration of the proposed TENDER to you, WE,havingOffice at....., India have agreed to issue the BANK GUARANTEE.

THEREFORE, WE,, through our local office at India furnish you the Bank GUARANTEE in manner hereinafter contained and agree with you as follows:

1. We....., undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time to the extent of Rs 2Lacs (Rupees two LACS only) an amount equivalent to the EMD against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the VENDOR of any of the terms and conditions contained in the Tender and in the event of the VENDOR commits default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the TENDER or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs 2 Lacs (Rupees Two LACS only) as may be claimed by you on account of breach on the part of the VENDOR of their obligations in terms of the TENDER.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the VENDOR has committed any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee but will pay the same forthwith on your demand without any protest or demur.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the VENDOR after expiry of the relative guarantee period of the Tender and after the VENDOR had discharged all his obligations under the Tender and produced a certificate of due completion of work under the said Tender and submitted a “ No Demand Certificate “ provided always that the guarantee shall in no event remain in force after the day ofwithout prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. Should it be necessary to extend Bank Guarantee on account of any reason whatsoever, we undertake to extend the period of Bank Guarantee on your request under intimation to the VENDOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without affecting Bank Guarantee from time to time to vary any of the terms and conditions of the Tender or extend the time of performance of the Tender or to postpone any time or from time to time any of your rights or powers against the VENDOR and either to enforce or forbear to enforce any of the terms and conditions of the said Tender and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the VENDOR or any other forbearance, act or omission on your part or any indulgence by you to the VENDOR or by any variation or modification of the Tender or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs 2 LACS (Rupees Two LACS only) as aforesaid or extend the period of the guarantee beyond the said day of unless expressly agreed to by us in writing.
6. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the VENDOR or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the VENDOR.
7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the VENDOR hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.

8. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the VENDOR from time to time arising out of or in relation to the said Tender and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.

9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.

10. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees here before given to you by us (whether jointly with others or alone) and now existing unconcealed and that Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

11. The Bank Guarantee shall not be affected by any change in the constitution of the VENDOR or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

12. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.

13. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the VENDOR.

15. notwithstanding anything contained herein above;

i) our liability under this Guarantee shall not exceed Rs 2 LAC (Rupees Two LAC only) ;

ii) this Bank Guarantee shall be valid upto and including the date for a period of Six Months from the Date of Guarantee and

iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.

16. We have the power to issue this Bank Guarantee in your favor under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

For and on behalf of

Branch Manager

Seal

Address

Annexure V- PERFORMANCE BANK GUARANTEE

TO

Chairman

J&K Grameen Bank, Head Office,

Narwal

Jammu – 180006, Jammu & Kashmir (India)

It.hoj@jkgb.in

WHEREAS(Company Name) registered under the Indian Companies Act 1956 and having its Registered Office at, hereinafter referred to as the VENDOR has undertaken to Supply, installation and maintenance of AML Solution in terms of the Purchase Order bearing No. dated, hereinafter referred to as “the CONTRACT”.

AND WHEREAS in terms of the Conditions stipulated in the said Contract, the VENDOR is required to furnish, performance Bank Guarantee issued by a Scheduled Commercial Bank in your favour to secure due and satisfactory compliance of the obligations of the VENDOR in accordance with the Contract ;

THEREFORE, WE,(Name of the Bank) furnish you this Performance Guarantee in the manner hereinafter contained and agree with you as follows:

1. We,Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand, which has to be served on us before the expiry of this guarantee, time being essence of the contract, from you stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by you by reason of breach by the said vendor of any of the terms and conditions contained in the Contract or by reason of the vendor's failure to perform the said contract. Any such demand made on us within the time stipulated above shall be conclusive as regards the amount due and payable by us under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding `..... (Rupees ----- Only).

2. We undertake to pay to you any money so demanded notwithstanding any dispute/s raised by the vendor in any suit or proceeding before any Court or Tribunal relating thereto, our liability under these presents being absolute and unequivocal. The payment so made by us under this guarantee

shall be a valid discharge of our liability for payment thereunder and the vendor shall have no claim against us for making such payment.

3. We further agree that, if demand, as stated above, is made on us within the stipulated period, the guarantee herein contained shall remain in full force and effect and that it shall continue to be enforceable till all your dues under or by virtue of the said contract have been fully paid and your claims satisfied or discharged or till you certify that the terms and conditions of the said contract have been fully and properly carried out by the said vendor and accordingly discharge this guarantee. Provided, however, serving of a written claim / demand in terms hereof on us for payment under this guarantee on or before the stipulated period, time being the essence of contract, shall be a condition precedent for accrual of our liability / your rights under this guarantee.

4. We further agree with you that you shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Contract or to extend time for performance by the said vendor from time to time or to postpone for any time or from time to time any of the powers exercisable by us against the said VENDOR and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of such variation, or extension being granted to the said Vendor or for any forbearance, act or omission on our part or any indulgence by us to the said vendor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. This Guarantee will not be discharged due to the change in the constitution of our Bank or the Vendor.

6. We lastly undertake not to revoke this guarantee except with your written Consent.

NOTWITHSTANDING anything contained herein above;

(i) Our liability under this Guarantee shall not exceed `.....(Rupees.....only) ;

(ii) This Guarantee shall be valid upto and including the(mention date); and

(iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.

Dated the ----- day of -----20----

For ----- BANK

OFFICER MANAGER

<u>Project Reference</u>					
Annexure -VI					
S.no	Project Description	Client Name	Start Date	Completion Date	Client Contact Details (Name, Designation, Email id Tel Number)

Eligibility Proof Check List

Annexure – VII

S No	Document	Provided (Yes / No)
1	Certificate of Incorporation	
2	Proof of Certification	
3	EMD (Rs.2,00,000/-)	
4	Proof of Previous Experience statement	
5	Proof of 3 Years turnover	
6	Copy of last 3 years Audited balance Sheet/Profit Loss statement	
7	Undertaking for not black listed/debarred	
8	Proof / Authorization Certificate for OEM/OSD	
9	Technical Specification (Annexure –II)	
10	TCO Format (Annexure - III)	
11	Project Reference (Annexure - VI)	
12	Bank Guarantee (Annexure - IV)	
13	Eligibility Proof Check List (Annexure -VII)	